

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

VALVE CORPORATION,

No. 2:24-cv-1717

Petitioner,

PETITION TO ENJOIN ARBITRATIONS

V.

JENNIFER A NELSON, THOMAS
ABBRUZZESE, ZAID ABUWANDI, CODY
ACKLEY, NOE ADAME, STEPHEN
ADAMS, RYAN ADREANI, ZACHARY
ALETHEIA, YOUSIF ALSAQLAWI, ERIC
ALSPAUGH, JONAH ANDERS, BRENNAN
ANDERSON, DAVID ANTOLIC, JOSE
ARANDA, JACOB ARCHER, RYAN
ARDITO, FABIAN AREVALO, MEAGAN
ARGO, STEVEN ARMANT, DANIEL
ARMSTRONG, MATTHIAS ARMSTRONG,
DAVID ARROYO, JACOB ARTHUR,
GARRETT ATHAY, ANGEL AYALA,
EDWIN AYALA, CHRISTIEN AYSON,
CADE AZARCON, NOAH BABINCSAK
STYZEN, MATTHEW BAER, GAVIN
BAKER, CARTER BAKER, ABED
BALBAKY, MATTHEW BALDWIN, ROB
BALDWIN, HARRIS BANKS, CODY
BARKER, JACOB BARNHILL, STEPHEN
BARR, ROGER BARRETT, BRIAN
BASKOVICH, CHRIS BASSFORD, RILEY
BAXTER, MICHAEL BAZZELL,
JONATHAN BEER, ANTHONY BENNETT,
ADAM BERNAL, SHOUNTASIA BEVINS,
ALEC BIRENBAUM, TAI BISHOP,
CHRISTOPHER BITTLE, MICHAEL
BLANCO, STEPHANIE BLOMSTROM,
LEO BLONDEL, KILEY BORBA, GAVIN

PETITION - 1
2:24-cv-1717

CORR CRONIN LLP
1015 Second Avenue, Floor 10
Seattle, Washington 98104-1001
Tel (206) 625-8600
Fax (206) 625-0900

1 BORCHERS, RYAN BOREK, JOSHUA
2 BOSMAN, XANDER BRENDE-PRINS,
3 MICHAEL BREWER, SCOTT BREWSTER,
4 AARON BRIGGS, TIMOTHY
5 BROUGHTON, VINCENT BROWN,
6 ETHAN BROWN, KENSHAD BROWN,
7 ALEXANDER BRUMLEY, ERIC BUCK,
8 NED BUDD, NOAH BURCH, PAUL
9 BURNETT, KEVIN BURNETT, ZACHARY
10 BURRY, JASE BUSBY, NICOLAAS BUSH,
11 JOHNATHON BUSH, ANDREW BUTLER,
12 OWEN BUTTERWORTH, GRIFFIN BYER,
13 THOMAS BYRD, MICHAEL CALLONI,
14 RICH CAMBERN, BENJAMIN
15 CAMENKER, CARISSA CAMPOS,
16 HARRISON CARLOW, JONATHAN
17 CARLTON, STEVEN CARMENCKE,
18 ADAM CARROLL, NICK CARTER,
19 JEFFREY CASSICK, AARON
20 CASTANEDA, MAURICE CASTRO,
21 CLYDE CHAFFEE, RILEY CHAPMAN,
22 ERIC CHASTAIN, IAN CHENEY,
23 BRANDAN CHRISTNER, PETER CILA,
24 ROCCO CIPOLLA, JASON CLARK, KATIE
25 CLARK, JAMES CLARKE, JACK CLEARY,
26 CORY CLERI, MITCHELL COBURN,
27 MYLES COFFMAN, BRENNAN
28 COLEMAN, BENJAMIN CONRAD,
29 CHRISTOPHER CONRAD, MASON COON,
30 ALEXANDER COREN, DUWAYNE
31 COUNTS, JASON COURTER, CHASE
32 COUZENS, ETHAN COWAN-WRIGHT,
33 MARCUS CROWLEY, JULIO CRUZ,
34 MATEUS CUNHA, SYDNEY CUTLER-
35 GILBERT, KEVIN DAHLKE, AJAY
36 DALAL, MICHAEL DAUGHERTY,
37 ANDREW DAVIDSON, JORDAN DAVIS,
38 JOHN DAVIS, JAMES DAVIS, DREVAYNE
39 DAWKINS, JACOB DEEGAN, MANFRED
40 DENTICE, JOSHUA DEPALMA, RACIEL
41 DIAZ, JEREMIAH DIEUJUSTE,
42 ELIZABETH DINGMAN, SEAN DOLLE,
43 LOGAN DOOSE, CURTIS
44 DROMMERHAUSEN, SEAN DUAN,
45 DENVER DUBHORN, DANIEL DUCOS,
46 WILLIAM DUDLEY, MICHAEL DUFOUR,
47 ABRAHAM DUMAN, DANIEL DUNCAN,
48 GABRIEL DURBIN, SPENCER DUZANT,
49 MICHAEL EASTMAN, CORBIN
50 ECHEVARRIA, TAYLOR EDWARDS,
51 JOHNATHON EIMER, NATHAN ENGOLS,
52 JHONNATAN ENRIQUEZ, JOSIAH

1 EREDIA, HALEY ESKRIDGE, SCOTT
2 ESKRIDGE, KEELAN ESQUIVEL, NICO
3 ESTEBANEZ, COLLIN EVANS, MICHAEL
4 EWING, RANDALL FARLEY, MASON
5 FIELD, NATALIE FIELDS, ZACK
6 FINFROCK, ROBERT FISCHER, TRABER
7 FISCHER, GREG FISH, JAKE FLAHERTY,
8 DYLAN FLECKENSTEIN, BRETT FLINN,
9 JEREMY FLIPPO, JACOB FORD, JOHN
10 FORREST, MATTHEW FOSSETT,
11 NICHOLAS FOSTER, ALEXANDER
12 FOWLER, MATTHEW FOWLER, TYLER
13 FRANCESCONI, JON FRANCISCO, NEIL
14 ANDREW FRANCISCO, TYLER
15 FREEHILL, ADRIAN FRITZLEY, CHASE
16 FROELICH, ANTHONY GALATOLO,
17 JAMES GALLANT, PAOLO GALUPO,
18 RAYMOND GARAY, JULIAN GARIBA,
19 THOMAS GARRETT, ALEJANDRO
20 GARRIDO, BRANDON GARWELL, LIAM
21 GAUME-WAKEFIELD, ANTHONY
22 GAZZO, NELS GEARY, JOSEPH GENTRY,
23 AUGUSTUS GERBO, JASON GIBBS,
24 ROBERT GIBSON, TYLER GILBERT,
25 CHARLES GILL, VIRGIL GLISSON,
26 BRYCE GOENS, DONALD GOLDSMITH,
27 TASHA GOLDSMITH, RALPH
28 GONZALES, GUIDO GONZALEZ,
29 ALFREDO GONZALEZ, IAN GOVEA,
30 CHRISTIAN GRABER, DAVID GRAHAM,
31 EVAN GRANT, JACOB GRAVES, ROBERT
32 GRESOWLE, WILLIAM GRIFFIN, RILEY
33 GRIFFITH, ELI GROFF, ALEXANDER
34 GROW, DANIEL GUADARRAMA,
35 MICHAEL GUALTIERI, DON "DOC"
36 GUGER, BASHARI GUDRY, MATTHEW
37 HABURSKY, COLE HAGAN, SACHA
38 HAGHIGHI, BRADYN HAMEL, JARED
39 HARDISON, DANIEL HARLEY, DEVIN
40 HARVEY, MIKEL HATCHER, ROB
41 HAUSER, JACKSON HEATH, BRODERICK
42 HEBERT, DAVID HEDRICK, ANN
43 HEFNER, ADAM HENCHEN, MARK
44 HENLEY, AUSTIN HENRY, LOGAN
45 HERALD, RENNY HERBERT, MARTIN
46 HERNANDEZ, ALECK HERNANDEZ,
47 ANDRES HERNANDEZ, MIKE HESPEL,
48 TRAVIS HICKEY, BRAXTEN HIEB,
49 KASANDRA HILEY, JONATHAN
50 HILLMAN, JON HOKE, PHILIP JOHN
51 HOLLAND, CORBIN HOLM, WILLIAM
52 HOLMES, SUPYO HONG, CHRISTIAN

1 HORAZECK, RICKY HORNE, SHAUN
2 HOWE, NICHOLAS HOWELL, JAYSON
3 HUBER, GORDON HUCKABY, MICHAEL
4 HUEGE, JARED HUGGETT, CHANDLIN
5 HUSAIN HUSAIN, MATTHEW HUSAR,
6 CHRIS HUSS, ALEX HYER, JENNIFER
7 JACKS, KYLE JACKSON, WILLIAM
8 JACKSON, BAYLEN JAMES, CHRIS JAUS,
9 STEVEN JENNETT, ITIEL JIMENEZ,
10 MAXWELL JOHNSON, MAX JOHNSON,
11 JARED JOHNSON, TIMOTHY JOHNSON,
12 JUSTIN JONES, MATTHEW JONES, DANE
13 JORDAN, JURELL JORDAN, BENJAMIN
14 JORDAN, RYAN JURADO, SHANE
15 KACHMAN, GREGORY KAIN, TIMOTHY
16 KAISERLIK, ALISA KALEGINA,
17 VINCENT KEEGAN, GRANT KEGLEY,
18 NICHOLAS KEITH, TYLER KEMP, ODIS
19 KENDRICK, PAUL KIERNAN, BRANDON
20 KIMPEL, JEREMY KIRKWOOD,
21 NICHOLAS KIRSE, JOHN KNIRR, ERIK
22 KNOOIHUIZEN, ANDREW KOSKO,
23 JOSHUA KRANZ, DEREK KRAUSE,
24 PATRICK KULLER, MAX KURTZ,
25 MICHAEL KUTNER, DANIEL LAHNER,
26 DERICK LANDERS, AJ LANE, JOHN
27 LAPAGLIA, TREVOR LATURNER, NICK
28 LAUDER, CORINNE LEE, ETHAN
LEFEBVRE, JUSTIN LEFFERT, MARK
LEGG, CAMERON LESTER, TIMOTHY
LEUCHT, JOSHUA LEWIS, TALON
LEWIS, JONATHAN LEWIS, SETH LEWIS,
SCOTT LEWIS, ROBERT LEWIS,
MICHAEL LINARES, SAM LOMAX,
JACOB LOOMIS, ALEXANDER LOPEZ,
ALAN LOPEZ, JONATHAN LOPEZ,
KOLBY LOUKS, JEREMY LUCAS,
RICHARD LUNDSGAARD, AMY LUTES,
KYLE LYNCH, CLAYTON LYNN,
ANDREW M EVENSON, WILLIAM MAC
DOUGALL, JORDAN MACK, THOMAS
MAGERA, AUSTIN MALTBIA,
PANAYIOTIS MANISCALCO, WILLIAM
MARCELLUS, JOHN MARCOTTE, ROGER
MARICLE, ALICIA MARSHALL, ROSS
MARTIKKE, ARMANDO MARTINEZ,
JOSEPH MARTINOLICH, NICHOLAS
MASTRIACO, PAUL MAYER, KYLE
MAYFIELD, TRAVIS MAYNARD,
HUNTER MCBRAYER, BRIDGETTE
MCBRIDE, JASON MCCALL, NATASHA
MCCARTHY, EZEKIEL MCCRACKEN,

1 JAMES MCDONALD, BRODEN
2 MCDUFFEE, GRAYSEN MCGILLIGAN,
3 JAMES MCINERNY, AUSTIN MCMILLAN,
4 THOMAS MCSWEENEY, MARK
5 MENDEL, MARTIN MENDEZ, DREW
6 MERRIMAN, TRAVIS MICHELETTI,
7 ALICE MILLAGE, RAY MILLER, CARY
8 MILLER, ALEXANDER MISHKEVICH,
9 ANDREW MITCHELL, SEAN MITCHELL,
10 ANTHONY MITTASCH, MAX MOAKLEY,
11 JODEE LYNN MOLINA, ELIJAH
12 MONROE, ADRIAN MONTER, KEVIN
13 MONTES, MALAKYE MOODY, RYAN
14 MOORE, NATHANIEL MOORE, JARED
15 MORENO, BARRY MORGANTI, DANIEL
16 MORRIS, CONOR MOSCHELLA, YURI
17 MOTRUK, GAVIN MOYE, MICHAEL
18 MRGICH, MAXWELL MUCHA, RICKY
19 MULLINS, TREY MUNDELL, BONNIE
20 MURPHY, DEVON MUSTO, SETH
21 MYERS, JARED MYERS, JACOB NAQUIN,
22 COLE NELSON, JORDAN NEWBY,
23 JAVIER NIETO, CHARLES NILES, LUKE
24 NINEMIRE, RICHARD NOBLE, GARLAND
25 NOEL, JOSHUA OBRIEN, CALEB
26 ORELLA, JONATHAN ORTIZ, KENNY
27 ORTIZ, ANDREW OSBORNE, JOHN
28 OTEY, MICHAEL OWENS, ALEXANDER
PACHNICKI, MICHAEL PACHOLCZAK,
JOSHUA PAGE, MITCHELL PAKOSZ,
GARY PALMATIER, HARLEY PALMER,
MITCHELL PAPENDORF, WESLEY
PARMER, ZACHARY PARSLEY, ERIC
PARTLOW, HARSH PATEL, ALEX
PATRAO, MICHAEL PATTERSON, ERIC
PATTON, BRADY PAUL, COLLIN
PEACOCK, AARON PEARSON, SHAWN
PECK, JOSHUA PEDRICK, ELIEL PEDRO,
JEFF PELLEGRIN, MIKE PENA, TIMOTHY
PABLO PENARANDA, JESSE PERLAZA,
NOAH PERRY, JARED PERRY,
JONATHAN PERRY, BLAKE PETERSEN,
AARON PETERSON, DEVEN PETERSON,
MARCUS PETTWAY, DUSTIN PHELPS,
ALYSSA PHILLIPS, JACOB PHILLIPS,
HUGH PHILLIPS, EVAN PIEPHO,
CORTLAND PINNICK, NATHAN PIPPIN,
NIKO PITINII, CARSON PLAISANCE,
MATEO PLATERO, SKYLAR POND,
PHARAUN POTTS, MATTHEW POWELL,
CHRISTOPHER PRATO-SHEIN, STEVEN
PRESCOTT, JAMES PRUITT, JACOB

1 PULLEN, JOHN QUARNSTROM,
2 ABRAHAM RAMADAN, JEFF RAMIREZ
3 OCHOA, KEVIN RAMOS, ISAAC RAMOS,
4 QUINN RASMUSSEN, BRADLEY
5 RATLIFF, JOSEPH RAY, CRISTIAN
6 RAYNES, VINCENT REBOKUS, DAVID
7 REED, JOHN REEVES, JAMES
8 REYNOLDS, ROBERT RICHARDS,
9 TRACY RICHARDSON, ROBERT
10 RICHELSON, DAVID RICHEY, JOE RIOS,
11 JOSEPH RISI, JULIUS ROBERTS, SAMUEL
12 ROBERTS, JOSHUA ROBERTS, STEPHEN
13 ROBERTSON, CHRIS ROBINSON, ETHAN
14 RODABAUGH, GABRIEL RODRIGUES,
15 ALEXANDER RODRIGUEZ, JOSHUA
16 RODRIGUEZ, THOMAS ROLANDO,
17 ALLEN ROMAN, RUDOLPH ROMANO,
18 VICTOR ROMO, NOE ROSALES,
19 ANDREW ROSSON, ANTHONY RUBINO,
20 NICHOLAS RUGAMA, ROBERT RULE,
21 TREVOR RUPEL, MORGAN RUSHING,
22 TYLER SALYER, JOSHUA SAMMONS,
23 ETHAN SAMS, LEONARD SANDERS,
24 JOEL SANDKAMP, ANDRE SANTANA,
25 GABRIEL SANTANA, JEMELLEE
26 SANTOS, SALVATORE SARDISCO,
27 SIMON SAVLAS, JOSHUA SAYLES,
28 MARK SCHAEFER, AUSTIN SCHAU,
29 ROBERT SCHINDLER, ALEXANDER
30 SCHLOSSER, RYAN SCHULTZ, JOHN
31 SCHWEIZER II, ETHAN SCIFERS, ISAAC
32 SELLERS, RAMON SERRANO, ZACKERY
33 SESSIONS, RYAN SHELINE, JOSEPH
34 SHELLEY, BENJAMIN SHEMENSKI,
35 BRIAN SHERWOOD, MICHAEL
36 SHINGLETON, JAKE SIGAL, ANTHONY
37 SIMONI, ZACHARY SMITH, DANIEL
38 SMITH, GREG SMITH, JASON SMITH,
39 RYAN SMITH, IAN SMITH, DYLAN
40 SMYERS, AARON SOLOMON, NORM
41 SOMERS, LUIS SOTILLET ROJAS,
42 DECKER SPENCER, DONALD SPINELLI,
43 PATRICK SQUIRE, DARIAN STARK,
44 HOLDEN STENDER, MATTHEW
45 STENGEL, CHRISTOPHER STEPHAN,
46 DILLON STETTLER, SAMUEL STEVENS,
47 CODY STEWART, ROBERT STILLMAN,
48 NICHOLAS STONE, MITCHELL STRANG,
49 TYLER STRENGE, IAN STUBBS, STEVEN
50 STUCKER, TYLER STULZ, NICKY SUN,
51 KALEB SWAIM, MATTHEW SWEENEY,
52 JOHN TADDEI, ISAIAH TAYLOR, KEVIN

1 TAYLOR, ZACHARY TAYLOR, JERRY
2 TERRY, CALEB THERIOT, ALEXANDER
3 THOMAS, LUCIAN THOMPSON,
4 XZAVIER TIMMONS, MERRICK TIPTON,
5 PATRICK TITTERNESS, CHRISTOPHER
6 TOFT, LEIF TOLLEFSON, AMBER
7 TONEY, IAN TREFREN, KAI TROBAUGH,
8 JEFFREY TRODDEN, DEVON TRUJILLO,
9 MAISIE TURNER, RYAN TUTOR,
10 LAUREN TYNER, NICHOLAS TYNES,
11 KATIE UCCELLO, MARC URA, JACK
12 UTEG, VEDA VALLES, AARON VAUGHN,
13 CHRISTOPHER VEIGA, MATTHEW
14 VENTURES, LANCE VICENTE, BERNARD
15 VIGNALI, KEVIN VILORIA, KENNETH
16 WALKER, JACOB WALKER, LLOYD
17 WALKER, JAMES WALTERS,
18 DOMINIQUE WARD, JONAH WARNER,
19 CODY WARREN, JOSEPH
20 WASIELEWSKI-WALSH, TRISTEN
21 WATSON, JOSHUA WEBB, SETH WEBER,
22 MARK WENDT, DANIEL WEST, JAMES
23 WEYMOUTH, SAMUEL WHIDDON,
24 JONAH WHITE, JOSHUA WHITEACRE,
25 JOSIAH WILKERSON, LUTHER
26 WILLIAMS, MARK WILLIAMS JR, BRAD
27 WILSON, DANIEL WIRTH, THMOAS
28 WISEMAN, KYLE WOMACK, ROBERT
WOOLF, RANDY WOZNIAK, AMIR
WRIGHT, J DEREK WRIGHT, TYLER
WRIGHT, MASON WRIGHT, MICHAEL
WU, JAKE WUEBKER, JOSHUA WYANT,
ZACHARY YAHOLA, XENIA YEE, BRIAN
YEH, JOHNATHAN YI, ELY YOUNG,
JACOB ZIDE, ADAM ZUNIGA and JOHN
ZWICK,

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28 Respondents.

INTRODUCTION

1. Valve brings this petition to enjoin Respondents from continuing to pursue arbitrations before the American Arbitration Association (“AAA”) because there is no agreement to arbitrate between the parties. Valve’s request for relief does not leave Respondents without a way to pursue their claims. It merely asks the Court to answer a simple legal question: Whether Respondents may arbitrate their claims—even though there is no arbitration agreement between the parties—or must resolve their claims in court.

2. Valve is forced to bring this petition by the actions of Bucher Law PLLC (“Bucher Law”). Bucher Law is a small law firm founded by William Ward Bucher IV after he was fired by another law firm, which is now suing him for (among other things) alleged misappropriation, aiding and abetting fraud, and interference with client relationships. Looking to build its business—and generate substantial attorney fees—Bucher Law engaged in a widespread marketing campaign to convince Steam users to bring antitrust claims against Valve related to its Steam gaming platform. The strategy was to “weaponize[]” an arbitration provision in the user agreement between Valve and Steam users to leverage a settlement from Valve so it could avoid the enormous costs it would face in arbitrating thousands of user claims. Mr. Bucher believed that “[a]gggregating claims makes [Valve’s] entrance fee to just defend [arbitrations] prohibitively expensive.”

3. Steam users were merely pawns in this scheme; Mr. Bucher’s presentation to a prospective investor promised huge returns for a litigation funder willing to front the costs of convincing users to bring claims against Valve, reducing each Steam user to an “acquisition” cost.¹ The presentation estimated “spend of \$3.75 million to recruit 75,000 clients at \$50 an acquisition” and enticed a potential funder with an estimated “1874% ROI on \$6.5 million investment.” The plan was simple: Convince tens of thousands of Steam users they needed to bring claims against Valve, then use their numbers to extort a windfall

¹ Mr. Bucher's complete presentation is publicly available as an exhibit in a lawsuit Mr. Bucher's former law firm brought against him. *See* <https://fingfx.thomsonreuters.com/gfx/legaldocs/xmvjlawjrvr/frankel-valvevzaiger--massarbpowerpoint.pdf>.

1 settlement by threatening Valve with thousands of arbitrations that would cause Valve to incur substantial
2 arbitration fees.

3 4. Some Steam users noted on public posts that Mr. Bucher was engaged in a “scam.” Others
4 appear to have been misled about what they had signed up for, believing it was a class action or class
5 action settlement that didn’t exist. And some Steam users who were induced to sign up after being
6 bombarded with harassing video ads later tried to rescind their participation.

7 5. Because of Mr. Bucher’s tactics, Valve brought suit against Bucher Law in Washington
8 state court asserting claims for tortious interference and abuse of process. Complaint, *Valve Corp. v.*
9 *Bucher Law PLLC*, No. 23-2-20447-6 (Wash. Super. Ct. Oct. 2, 2023) (explaining Bucher Law’s abusive
10 conduct in detail) (Ex. 2).² Bucher Law claimed that his actions were “absolutely immunize[d]” by “the
11 litigation privilege” and asked the court to dismiss Valve’s case. The court denied Bucher Law’s request,
12 finding that (i) “Valve has alleged sufficient facts to establish a plausible claim of tortious interference”
13 and (ii) “Valve has also alleged sufficient facts to plausibly allege a claim of abuse of process, particularly
14 given the unique circumstances of the case.” (Ex. 3 at 2.)

15 6. Meanwhile, after tens of thousands of Steam users apparently (and perhaps unwittingly)
16 retained Bucher Law to bring claims against Valve, Bucher Law launched several thousand arbitrations
17 against Valve, invoking the arbitration agreement in the Steam Subscriber Agreement (“SSA”) between
18 Valve and Steam users that was in effect at the time. An arbitrator in four of those arbitrations ruled that
19 the SSA’s arbitration agreement was not enforceable. Based on those rulings, Bucher Law filed a putative
20 nationwide class action against Valve in this Court based on the premise that Valve’s arbitration agreement
21 was unenforceable as to the entire class of all Steam users in the United States, **including Respondents**
22 **here.** See Complaint, *Elliott v. Valve Corporation*, No. 2:24-cv-01218 (W.D. Wash. filed Aug. 9, 2024).

²⁵ All references to “Ex.” followed by a numbered exhibit refer to exhibits filed in connection with the Declaration of Andrew J. Fuchs submitted herewith (“Fuchs Decl.”). All references to “Ex.” followed by a lettered exhibit refer to exhibits filed in connection with the Declaration of Scott Lynch submitted herewith (“Lynch Decl.”).

1 7. In light of all of the circumstances, Valve removed the arbitration agreement and class
 2 action waiver from the SSA.³ Now, the current SSA (the “Current SSA”) provides that all claims and
 3 disputes between Valve and Steam users must proceed in court, including claims and disputes that arose
 4 before Valve implemented the Current SSA.

5 8. Numerous Steam users quickly accepted the Current SSA—including the large majority of
 6 Respondents—and those that have not yet accepted will do so by November 1, 2024, through their
 7 continued use of Steam.

8 9. Despite basing a nationwide class action on the argument that the arbitration agreement in
 9 Valve’s prior SSA was **not** enforceable, Bucher Law continued to push forward with Respondents’
 10 previously-filed arbitrations, **including for those Respondents who agreed with Valve in the Current**
 11 **SSA that their claims would be pursued only in court.** Bucher Law argued in those arbitrations that the
 12 old arbitration agreement from the Superseded SSA remains enforceable for the claimants in those
 13 arbitrations and asked arbitrators to rule those claimants may proceed in arbitration on that basis.

14 10. As the Supreme Court held in a unanimous decision earlier this year, the question of which
 15 of two agreements governing dispute resolution applies is a question that only a court may decide. *See*
 16 *Coinbase, Inc. v. Suski*, 609 U.S. 143, 152 (2024). As the Court observed, “[a]rbitration is a matter of
 17 contract and consent, and we have long held that disputes are subject to arbitration if, and only if, the
 18 parties actually agreed to arbitrate those disputes.” *Id.* at 145.

19 11. Respondents’ same claims are being litigated by Bucher Law in two different forums: (i) in
 20 arbitrations, despite the absence of an arbitration agreement, and (ii) in a class action pending before this
 21 Court that includes Respondents as putative class members. As there is no longer an arbitration agreement,
 22 Respondents should be enjoined from pursuing their arbitrations. Respondents will remain free to
 23 prosecute their claims in court, in Bucher Law’s new *Elliott* class action, in another parallel and virtually
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25
 26 3 The prior version of the SSA that included an arbitration agreement and class action waiver is
 27 referred to herein as the “Superseded SSA.”

1 identical class action pending in this Court, *In re Valve Antitrust Litigation*, No. 2:21-cv-00563- JNW
 2 (“*Wolfire*”), or otherwise.

3 **NATURE OF THE ACTION**

4 12. William Ward Bucher IV is the founder and sole partner of Bucher Law. In July 2022,
 5 before Mr. Bucher founded Bucher Law, the law firm Zaiger LLC (“Zaiger”) hired Mr. Bucher to “to lead
 6 [the] development and pursuit of mass arbitration strategies” at Zaiger. While at Zaiger, Mr. Bucher made
 7 a presentation to a litigation funder setting out his plan to exploit the arbitration agreement in the
 8 Superseded SSA to bring mass arbitrations against Valve. (Ex. 1.) This was purely a business proposition
 9 with no discussion of the merits of any claims against Valve. Instead, the presentation promised huge
 10 returns for a litigation funder willing to front the costs of convincing users to sue Valve, reducing each
 11 Steam user to a mere “acquisition” cost. (*Id.* at 5.) The presentation estimated “spend of \$3.75 million to
 12 recruit 75,000 clients at \$50 an acquisition” and enticed a potential funder with an estimated “1874% ROI
 13 on \$6.5 million investment” in funding the proposed mass arbitrations. (*Id.* at 5, 9.) The plan was simple:
 14 Convince tens of thousands of Steam users they needed to sue Valve, then use their numbers to extort a
 15 windfall settlement by threatening Valve with thousands of arbitrations that would cause Valve to incur
 16 substantial arbitration fees.

17 13. Zaiger subsequently terminated Mr. Bucher, allegedly on account of a disagreement over
 18 arbitration strategy. Zaiger then sued Mr. Bucher alleging, among other things, that Mr. Bucher stole client
 19 files in connection with threatened arbitrations against Valve. *See* Complaint, *Zaiger LLC v. Bucher Law*
 20 *PLLC*, No. 154124-2023 (Sup. Ct. N.Y. Cnty. May 9, 2023) (Ex. 7).⁴ The lawsuit alleges that Mr. Bucher
 21 “snuck into [Zaiger’s] client database,” and “tried to access and download names, addresses, email
 22 addresses, and mobile phone numbers of about 48,000 Firm clients whose information was stored on the
 23 Firm Database.” *Id.* ¶ 3. Mr. Bucher allegedly used the information he stole to “barrage those [Zaiger

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 26 ⁴ The complaint is available at: <https://fingfx.thomsonreuters.com/gfx/legaldocs/znvnzwglqlvfrankel-valvezaiger--zaigercomplaintvbucher.pdf>.
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1 clients] with false and deceptive emails and text messages,” falsely implying that the clients must sign up
 2 with Mr. Bucher’s firm to continue pursuing their mass arbitration claims against Valve. *Id.* ¶ 5.

3 14. After his termination from Zaiger, Mr. Bucher formed Bucher Law.

4 15. In 2023, Bucher Law commenced its mass arbitration strategy against Valve, which was
 5 designed—in Mr. Bucher’s own words—to “weaponize[]” an arbitration agreement between Valve and
 6 Respondents. (Ex. 1 at 3.) At that time, Valve’s SSA included an arbitration agreement that required
 7 claims and disputes to be brought in arbitration before the AAA.

8 16. In a marketing video used as part of his online marketing blitz to recruit claimants,
 9 Mr. Bucher stated that arbitration was preferable to a class action. Mr. Bucher tried to convince Steam
 10 users to join his arbitration plan by stating that it was “good news” that Valve had an arbitration agreement
 11 because “on average consumers in arbitration recover hundreds of times more than in a class action.” After
 12 threatening arbitrations asserting antitrust claims on behalf of thousands of claimants, Bucher Law made
 13 an outrageous settlement demand to Valve that far exceeded any conceivable recovery; indeed, the
 14 threatened claims are meritless.⁵

15 17. Valve did not acquiesce to Bucher Law’s demand. Bucher Law then filed thousands of
 16 arbitrations with the AAA. At present, there are 601 arbitrations proceeding before the AAA that are
 17 assigned to merits arbitrators (including two claimants who are deceased) and 25 claimants who were
 18 assigned to a merits arbitrator who was disqualified. All of the claimants in those actions (with the
 19 exception of two claimants who are deceased) are Respondents here. Bucher Law also filed thousands of
 20 other arbitrations with the AAA that have not been assigned to merits arbitrators. The claimants in these
 21 arbitrations include at least seven individuals who are deceased; at least 96 individuals who are represented
 22 by other law firms pursuing the same claims; and at least 19 individuals who are in active bankruptcy
 23 proceedings. (And, of course, all of the claimants are putative class members in *Elliott*.)

24 5 Bucher Law asserts claims under Sections 1 and 2 of the Sherman Act, 15 U.S.C. §§ 1 and 2.
 25 Bucher Law alleges that Valve has monopolized the so-called “PC Game Transaction Platforms Market”
 26 by imposing a “Platform Most-Favored Nations” policy (“PMFN”) in which Valve has allegedly
 27 prohibited game developers from selling games on rival storefronts at lower prices than on Steam. These
 claims are false, as Valve is demonstrating in related litigation in this Court in *Wolfire* and *Elliott*.

1 18. Most of the arbitrations pending before arbitrators are at preliminary stages. The parties
 2 have not completed their information exchange in any arbitration. No evidentiary hearings or any final
 3 merits hearings have been held in any arbitration.

4 19. In May 2024, Bucher Law filed motions in four arbitrations pending before the same
 5 arbitrator seeking a ruling that the arbitration agreement in Valve's now superseded SSA was
 6 unenforceable. Bucher Law did not file this motion in the 21 other arbitrations against Valve pending
 7 before that same arbitrator. Nor did Bucher Law file this motion before any of the other 34 arbitrators
 8 presiding over Bucher Law's arbitrations.

9 20. On July 8, 2024, the arbitrator in those four proceedings granted Bucher Law's motions,
 10 holding that the arbitration agreement in the Superseded SSA was unenforceable and dismissing those
 11 arbitrations.

12 21. On August 9, 2024, Bucher Law and its co-counsel Hagens Berman Sobol Shapiro LLP
 13 ("Hagens") filed a putative class action against Valve in this Court captioned *Elliott v. Valve Corporation*,
 14 No. 2:24-cv-01218 (W.D. Wash.). The plaintiffs in that action are the four individuals on whose behalf
 15 Bucher Law obtained arbitral rulings that the arbitration agreement in the Superseded SSA was
 16 unenforceable.

17 22. Bucher Law's and Hagens's complaint in *Elliott* asserts all of the claims and seeks all of
 18 the relief Bucher Law seeks on behalf of Respondents and other claimants in arbitrations pending before
 19 the AAA. Bucher Law and Hagens seek to represent a putative nationwide class that includes Respondents
 20 and all other claimants on whose behalf Bucher Law is prosecuting arbitrations before the AAA.

21 23. The arbitration agreement in the SSA at the time Bucher and Hagens filed *Elliott* provided
 22 that the claims be arbitrated before the AAA. But Bucher Law and Hagens asserted that their claims
 23 belonged in court because Bucher Law had "**won binding decisions from arbitrators rendering Valve's**
 24 **arbitration provision unenforceable.**" Complaint ¶ 13, *Elliott* (Dkt. 1).

25 24. Although Mr. Bucher told potential claimants in his marketing video that arbitration was
 26 superior to a class action, Bucher Law and Hagens represent in *Elliott* that the opposite is true. The
 27

1 complaint alleges that the putative class action is “superior to any other method for the fair and efficient
 2 adjudication of this legal dispute.” Complaint ¶ 177, *Elliott* (Dkt. 1).

3 25. Valve did not challenge the rulings of the arbitrator that the arbitration agreement in its
 4 Superseded SSA is unenforceable, nor will it do so. Instead, on September 26, 2024, Valve implemented
 5 the Current SSA to remove the arbitration agreement and class action waiver.

6 26. The Current SSA requires that all claims, including claims that arose before the new
 7 agreement, must proceed in court:

8 You and Valve agree that disputes and claims between you and Valve
 9 (including any dispute or claim that arose before the existence of this or any
 10 prior agreement) shall be commenced and maintained exclusively in any
 state or federal court located in King County, Washington, having subject
 matter jurisdiction.

11 27. The Current SSA also provides that it “constitutes and contains the entire agreement
 12 between the parties with respect to the subject matter hereof and supersedes any prior oral or written
 13 agreements.”

14 28. Under well-settled law, these provisions in the Current SSA cover all of the arbitrations
 15 Bucher Law is prosecuting on behalf of Respondents and other claimants in arbitration and requires their
 16 claims to proceed in court.

17 29. All Respondents were sent notice of the Current SSA by email, and, if they opened the
 18 Steam client, a pop-up notification. The Current SSA has also been continuously posted online in a public
 19 website since September 26, 2024, in numerous languages, with a prominent header calling out the new
 20 agreement and advising users that “the new dispute resolution provisions in Section 10 require that all
 21 disputes and claims proceed in court and not in arbitration.” (See https://store.steampowered.com/subscriber_agreement/.) Users have also been asked to accept the new SSA every time they buy a game
 22 on Steam or fund their Steam Wallet since September 26, 2024.

24 30. At least 461 of the 624 Respondents have already affirmatively accepted the Current SSA
 25 by (i) checking a box next to the text “I agree to the Updated Steam Subscriber Agreement” then clicking a
 26 button labeled “Accept Updated SSA” under a notification regarding the updates, (ii) checking a box stating
 27

1 their agreement to the new SSA when making a purchase on Steam or funding their Steam Wallets, or (iii) in
 2 both of those ways. The remaining Respondents will accept the Current SSA by November 1, 2024, if they
 3 do not delete or discontinue use of their account before then.⁶

4 31. Bucher Law and Hagens asserted in *Elliott* that the Current SSA and its forum selection
 5 provision applies to all Steam users, including these Respondents. On October 2, 2024, Bucher Law and
 6 Hagens moved to be appointed interim co-lead class counsel in *Elliott*. In that motion, Bucher Law and
 7 Hagens (together, “Proposed Class Counsel”) represented that they had “prompted Valve to remove the
 8 arbitration provision from its terms of use, along with the associated class action waiver. **As a result,**
 9 **Valve consumers are authorized to proceed in federal court and seek collective relief through the**
 10 **class action vehicle.**” Plaintiffs’ Motion to Appoint Hagens Berman Sobol Shapiro LLP and Bucher Law
 11 PLLC as Interim Co-Lead Class Counsel, *Elliott* (Dkt. 25). “Valve consumers” include Respondents and
 12 the thousands of other claimants in the arbitrations that Bucher Law is prosecuting before the AAA.

13 32. Notwithstanding Proposed Class Counsel’s statement to this Court that the Current SSA
 14 applies to all Respondents, Bucher Law is taking the opposite position in Respondents’ arbitrations before
 15 the AAA and in an action filed in California state court.

16 33. First, Bucher Law continues to prosecute hundreds of arbitrations before the AAA on
 17 behalf of Respondents. Valve asked the AAA to administratively close the arbitrations for lack of
 18 jurisdiction. Bucher Law opposed Valve’s request, arguing that Valve’s implementation of the Current
 19 SSA was a “unilateral and legally infirm terms of use modification.” The AAA declined to close the
 20 arbitrations, leaving to a court or 34 merits arbitrators the question whether the arbitrations may proceed.
 21 But which agreement applies to Respondents’ claims—the Superseded SSA with an arbitration agreement
 22 or the Current SSA that provides for resolution of disputes in court (and to which most Respondents have
 23 affirmatively agreed)—is a question that, under *Coinbase*, only a court may resolve.

24 34. Second, Bucher Law filed a petition in California state court seeking to reinstate a
 25 disqualified arbitrator who was previously assigned to 25 of the Respondents’ arbitrations, so that Bucher

27 6 Valve will only delete a user’s account if and when that user requests deletion.

1 Law can go forward in those arbitrations with its preferred arbitrator. *See Beer v. Valve Corporation*,
 2 No. 24STCP03209 (Cal. Sup. Ct., L.A. Cnty. filed Oct. 4, 2024). Bucher Law's petition is based on the
 3 premise that the arbitration agreement in Valve's Superseded SSA **is** enforceable and applies to those
 4 Respondents' claims—exactly opposite Bucher Law's position in the *Elliott* class action, which is based
 5 on the premise the arbitration agreement in Valve's Superseded SSA **is not** enforceable.

6 35. Bucher Law has conceded to arbitrators that the firm is forum shopping by prosecuting
 7 separate actions—the arbitrations and the putative class action—on behalf of the same Respondents in
 8 two different forums (AAA, federal court).⁷ Bucher Law also stated to arbitrators that Respondents may
 9 withdraw their arbitrations and proceed in court if Bucher Law is dissatisfied with any arbitral ruling at
 10 any point up until a final award. Bucher Law represented that some Respondents already indicated their
 11 intention to do so. And Bucher Law represented to arbitrators that Bucher Law intends to use information
 12 obtained in the arbitrations in furtherance of Proposed Class Counsel's putative class action.

13 36. The arbitrations Bucher Law is prosecuting on behalf of Respondents impose enormous
 14 burdens on the parties. This time and expense incurred is entirely wasted: any final arbitral award issued
 15 in any of those arbitrations would inevitably be vacated because there is no arbitration agreement between
 16 the parties.

17 37. These inefficient, duplicative, and wasteful arbitral proceedings flow from Bucher Law's
 18 inherent conflicts of interest from representing a putative class in one forum while at the same time
 19 representing a smaller group of putative class members in another. Bucher Law represents (i) the putative
 20 class in *Elliott*, which includes all Respondents and other claimants and (ii) Respondents and other
 21 claimants in arbitrations. Courts have consistently held that such split loyalties create an inherent and
 22 disabling conflict of interest because the interests of a putative class may diverge from the interests of
 23 individual claimants.

24

25

26 7 Bucher Law has also forum shopped in arbitrations. Bucher Law submitted no fewer than 315
 27 challenges seeking to disqualify a total of 22 arbitrators.

38. This conflict already materialized through Bucher Law's actions: Bucher Law is taking contrary positions (i) in *Elliott*, where Bucher Law argues that the Superseded SSA's arbitration agreement was unenforceable and the Current SSA governs all Respondents' claims, and (ii) in Respondents' and other claimants' arbitrations and in a California state court proceeding, where Bucher Law takes the position that the Current SSA is invalid and the Superseded SSA is enforceable and governs.

39. It is not apparent that Respondents are aware that (i) Bucher Law sought and obtained orders ruling that the arbitration agreement in the SSA was unenforceable; (ii) Bucher Law and Hagens filed a putative class action on behalf of Respondents as putative class members; (iii) Bucher Law is forum shopping or using Respondents' arbitrations as leverage in furtherance of Proposed Class Counsel's putative class action; or (iv) this dispute has arisen as to which agreement applies to their claims as between the Superseded SSA and the Current SSA. The circumstances suggest that many Respondents are not aware of any of these facts.

40. In addition, Bucher Law appears to be disregarding its own clients' wishes: Even though the majority of Respondents already affirmatively agreed to the Current SSA and its requirement that all claims be litigated in court, Bucher Law continues to press their claims in arbitration despite the existence of the *Elliott* and *Wolfire* class actions in which his clients can pursue their claims.

41. In short, Respondents (or their counsel) are attempting to proceed with arbitrations under an old arbitration agreement that was found unenforceable and that has since been removed from the Current SSA. Most Respondents already affirmatively agreed to the Current SSA and any remaining Respondents will shortly agree to that new agreement unless they delete or discontinue use of their accounts. The AAA therefore lacks jurisdiction to adjudicate Respondents' disputes. Accordingly, Valve respectfully requests an order enjoining the arbitrations Respondents are prosecuting before the AAA.

THE PARTIES

42. Plaintiff Valve is a corporation organized under the laws of Washington state with its principal place of business in King County, Washington.

43. Respondents are 624 individuals represented by Bucher Law in arbitrations pending before arbitrators with the AAA (or that were assigned to an arbitrator who has since been disqualified).⁸

JURISDICTION AND VENUE

44. This Court has jurisdiction over this petition under 9 U.S.C. § 4 and 28 U.S.C. §§ 1331 and 1337 because the underlying controversy involves claims arising under the laws of the United States—the Sherman Act, 15 U.S.C. §§ 1 and 2.

45. Venue is appropriate in this Court pursuant to 28 U.S.C. § 1391(b)(2) because at least six Respondents presently reside in King County,⁹ and because Section 10 of the agreement between the parties, the Current SSA, provides:

You and Valve agree that all disputes and claims between you and Valve (including any dispute or claim that arose before the existence of this or any prior agreement) shall be commenced and maintained exclusively in any state or federal court located in King County, Washington, having subject matter jurisdiction. You and Valve hereby consent to the exclusive jurisdiction of such courts and waive any objections as to personal jurisdiction or venue in such courts.¹⁰ (Ex. B §10.)

46. This court has personal jurisdiction over all Respondents because Section 10 of the agreement between the parties, the Current SSA, provides:

You and Valve agree that all disputes and claims between you and Valve (including any dispute or claim that arose before the existence of this or any prior agreement) shall be commenced and maintained exclusively in any state or federal court located in King County, Washington, having subject matter jurisdiction. You and Valve hereby consent to the exclusive jurisdiction of such courts and waive any objections as to personal jurisdiction or venue in such courts. *Id.*

⁸ The claims of 25 Respondents were assigned to Arbitrator Martin D. Katz, who was disqualified by the AAA.

⁹ These Respondents include Christien Ayson, Scott Eskridge, Renny Herbert, John Otey, James McDonald, and Nicholas Stone.

¹⁰ The Superseded SSA likewise required that disputes brought in court must proceed in any state or federal court located in King County, Washington, having subject matter jurisdiction.

SUMMARY OF FACTS

A. Valve, Steam, and the SSA

47. Valve is a video game developer, publisher, and digital distribution company. Valve offers an online platform called Steam, where consumers can purchase, play, discuss, and interact with their friends about video games. (Lynch Decl. ¶ 2.)

48. For an individual to create a Steam account and become a Steam user, they must first agree to the SSA. (*Id.* ¶ 3.)

49. Valve has periodically modified the SSA since it was first implemented in 2003.

50. In 2012, Valve added to the SSA an arbitration agreement providing that, with limited exceptions, users and Valve “agree to resolve all disputes and claims between us in individual binding arbitration” with the AAA.¹¹ (Lynch Decl. ¶ 4.)

51. On September 26, 2024, Valve launched the Current SSA removing the arbitration agreement and class action waiver. (Lynch Decl. ¶ 5.)

B. The *Wolfire* Class Action

52. On April 27, 2021, a video game developer named Wolfire Games LLC (“Wolfire”) and two individual consumer plaintiffs filed a putative antitrust class action in this Court against Valve on behalf of a putative class of “[a]ll persons and entities who . . . purchased or sold a PC game on the Steam Store in the United States from January 28, 2017.” Complaint ¶ 231, *Wolfire Games LLC v. Valve Corp.*, No 2:21-cv-00563-JCC (W.D. Wash. filed Apr. 27, 2021) (Dkt. 1).

53. There were seven individual consumer plaintiffs in the consolidated *Wolfire* action (the “*Wolfire* Consumer Plaintiffs”).

54. None of the *Wolfire* Consumer Plaintiffs are Respondents in this petition.

¹¹ In the five years between 2017 and 2022, there were only two instances where Valve and a Steam user could not resolve that user's issue and proceeded to arbitration. Both of those arbitrations were resolved on the merits in Valve's favor.

1 **C. This Court in *Wolfire* Compels Arbitration as to
2 Seven Individual Plaintiffs and Does Not Address Enforceability**

3 55. On June 23, 2021, Valve moved to compel the *Wolfire* Consumer Plaintiffs to arbitrate in
4 accordance with the provisions of the Superseded SSA, which was then in effect.

5 56. At that time, the SSA to which the Consumer Plaintiffs had agreed—the Superseded
6 SSA—contained a class action waiver and a clause requiring arbitration of all disputes and claims, with
7 limited exceptions not applicable to the *Wolfire* Consumer Plaintiffs' claims.

8 57. This Court granted Valve's motion to compel and compelled arbitration only as to the
9 *Wolfire* Consumer Plaintiffs. *See Wolfire Games, LLC v. Valve Corp.*, No. C21-0563, 2021 WL 4952220,
10 at *1 (W.D. Wash. Oct. 25, 2021).

11 58. This Court declined to rule on the enforceability of the arbitration agreement in the
12 Superseded SSA. As this Court explained, "the Court must enforce the parties' agreement to have an
13 arbitrator decide the broader question of whether the arbitration clause itself is unconscionable." *See*
14 *Wolfire*, 2021 WL 4952220, at *2. "Accordingly, the question of unconscionability should be determined
15 in arbitration." *Id.*

16 59. This Court stayed the seven *Wolfire* Consumer Plaintiffs' claims pending arbitration.
17 *Wolfire*, 2021 WL 4952220, at *3.¹² However, in light of the removal of the arbitration agreement from
18 the Current SSA, the *Wolfire* Consumer Plaintiffs have now moved to lift the stay and proceed with Steam
19 user claims in *Wolfire*.

20 60. The *Wolfire* action has since proceeded with respect to the putative video game developer
21 class. The parties have fully briefed a motion for certification of that class.

22 **D. Bucher Law and the Genesis of Its Mass Arbitration Against Valve**

23 61. Bucher Law is a law firm founded by William Ward Bucher IV.

24
25
26 ¹² On July 22, 2022, this Court consolidated *Wolfire* with a related action, *Dark Catt Studios et al.*
27 *v. Valve Corporation*, No. 2:21-cv-00872-JCC (W.D. Wash.), and recaptioned the consolidated action "*In*
28 *re Valve Antitrust Litigation*." For simplicity, the consolidated action is referred to herein as "*Wolfire*."

1 62. Prior to founding Bucher Law, the law firm Zaiger hired Mr. Bucher “to lead [the]
 2 development and pursuit of mass arbitration strategies” at Zaiger. Complaint Ex. A (Offer of
 3 Employment), *Zaiger LLC v. Bucher Law PLLC*, No. 154124-2023 (Sup. Ct. N.Y. Cty. July 26, 2023).

4 63. While at Zaiger, Mr. Bucher authored a presentation made to a potential litigation funder
 5 seeking funding for Mr. Bucher’s mass arbitration plans.

6 64. The presentation explained that Mr. Bucher intended to “weaponize[]” the arbitration
 7 agreement between Valve and Steam users. (Ex. 1 at 3.) The presentation stated that “[a]gggregating claims
 8 makes [the] entrance fee to just defend prohibitively expensive” to the business. *Id.* The presentation
 9 expressly targeted Valve and Steam users, including Respondents (*Id.* at 7.) The presentation enticed the
 10 litigation funder with extraordinary returns for financing Mr. Bucher’s mass arbitration plan. (*Id.* at 9.)
 11 The presentation reduced each Steam user to a mere “acquisition” cost. The litigation funder would “spend
 12 \$3.75 million to recruit 75,000 clients at \$50 an acquisition” (*Id.* at 5.) In exchange, the litigation funder
 13 would receive an estimated “1874% ROI on \$6.5 million investment” in funding the proposed mass
 14 arbitration. (*Id.* at 9.) Mr. Bucher would persuade a large volume of Steam users to sue Valve, then extort
 15 a windfall settlement by threatening Valve with millions of dollars in up front arbitration fees having
 16 nothing to do with the merits of Steam users’ claims.

17 65. On March 1, 2023, Zaiger terminated Mr. Bucher. Mr. Bucher thereafter formed his law
 18 firm, Bucher Law.

19 66. On May 9, 2023, Zaiger filed a lawsuit against Mr. Bucher in the Supreme Court for the
 20 State of New York, New York County, alleging, among other things, that Mr. Bucher engaged in
 21 misconduct in connection with threatened—and now pending—arbitrations against Valve.
 22 Complaint ¶¶ 1-13, *Zaiger LLC v. Bucher Law PLLC*, No. 154124-2023 (Sup. Ct. N.Y. Cnty. May 9,
 23 2023) (Ex. 7).

24 67. Zaiger alleges that Mr. Bucher, while employed at Zaiger, “snuck into the Firm’s client
 25 database,” and “tried to access and download names, addresses, email addresses, and mobile phone
 26 numbers of about 48,000 Firm clients whose information was stored on the Firm Database.” *Id.* ¶ 3.

27

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1 68. Mr. Bucher allegedly used the information he stole to “barrage those Firm Clients with
 2 false and deceptive emails and text messages,” falsely implying that the clients must sign up with his firm
 3 to continue pursuing their mass arbitration claims against Valve. *Id.* ¶ 5.

4 69. Zaiger asserts claims for intentional interference with contractual relationships, unfair
 5 competition, misappropriation, and unjust enrichment against Mr. Bucher based on this alleged
 6 misconduct. *Id.* ¶¶ 87-122.

7 70. On July 2, 2024, the Supreme Court for the State of New York denied Mr. Bucher’s motion
 8 to dismiss Zaiger’s claims. *Zaiger LLC v. Bucher Law PLLC*, slip op. at 6-10 (Sup. Ct. N.Y. Cnty. Aug. 13,
 9 2024).

10 **E. More than Two Years after This Court in *Wolfire* Grants Valve’s
 11 Motion To Compel Arbitration, Bucher Law Commences Arbitrations**

12 71. On July 12, 2023, Bucher Law sent Valve a letter threatening to bring purported antitrust
 13 claims on behalf of 44,903 individuals. (Fuchs Decl. ¶ 2.) The allegations contained in Bucher Law’s letter
 14 were apparently modeled on those made on behalf of the seven consumers in the *Wolfire* action.

15 72. On October 2, 2023, Bucher Law submitted 997 demands for arbitration against Valve to
 16 the AAA and threatened Valve with filing 18,204 more such demands. (Fuchs Decl. ¶ 3.)

17 73. In November and December of 2023, Bucher Law submitted thousands of additional
 18 demands for arbitration against Valve to the AAA. (Fuchs Decl. ¶ 4.)

19 74. Bucher Law is currently pursuing arbitrations against Valve before the AAA on behalf of
 20 5,028 claimants. (Fuchs Decl. ¶ 5.)

21 75. Among these claimants, the claims of (i) 599 claimants are assigned to merits arbitrators
 22 (not including two additional claimants who are deceased) and (ii) 25 claimants were assigned to
 23 Arbitrator Martin D. Katz before he was disqualified by the AAA. These 624 claimants, collectively,
 24 comprise the Respondents. (Fuchs Decl. ¶ 6; App’x A.)

25 76. On September 27, 2024, Bucher Law attempted to file an additional 42,000 arbitration
 26 claims with the AAA. (Fuchs Decl. ¶ 20.) The AAA refused to administer these arbitrations. The AAA
 27
 28

1 noted that the claimants could proceed with their claims in court. All of these claimants are members of
 2 the putative classes in *Wolfire* and *Elliott*.

3 **F. Bucher Law Seeks and Obtains Rulings from an Arbitrator
 4 That the Superseded SSA's Arbitration Clause Is Unenforceable**

5 77. The AAA assigned the claims of 25 claimants to Arbitrator Jeffrey H. Dasteel.

6 78. On May 22, 2024, Bucher Law moved to dismiss arbitrations on behalf of four of the 25
 7 claimants with arbitrations pending before Arbitrator Dasteel. (Fuchs Decl. ¶ 8.) Bucher Law moved to
 8 dismiss on the ground that the arbitration agreement in the Superseded SSA (which was then current) was
 9 unenforceable. (*Id.*)

10 79. On July 8, 2024, Arbitrator Dasteel granted the four motions. The arbitrator held that the
 11 arbitration agreement in the Superseded SSA was unenforceable. (Fuchs Decl. ¶ 9.)

12 80. Arbitrator Dasteel dismissed all four arbitrations on this basis. (Fuchs Decl. ¶ 10.) The
 13 arbitrator held that the four claimants' claims must be adjudicated in court. (*Id.*)

14 81. The four claimants whose arbitrations Arbitrator Dasteel dismissed are not Respondents in
 15 this petition; they are named plaintiffs in *Elliott*. (Fuchs Decl. ¶ 11.)

16 82. Mr. Bucher has represented in an arbitration hearing that Bucher Law could have sought
 17 and obtained the same unenforceability ruling from Arbitrator Dasteel with respect to the other 21
 18 Respondents whose claims are still pending before Arbitrator Dasteel. (Fuchs Decl. ¶ 12.)

19 83. Valve has not challenged and will not challenge Arbitrator Dasteel's orders on
 20 unenforceability. (Fuchs Decl. ¶ 13.)

21 84. Valve did not file a petition to vacate Arbitrator Dasteel's orders under the Federal
 22 Arbitration Act and the time to do so has now expired. *See* 9 U.S.C. § 12. (Fuchs Decl. ¶ 13.)

23 **G. Proposed Class Counsel Commence a Putative Nationwide Class Action in This Court**

24 85. On August 9, 2024, Proposed Class Counsel filed the *Elliott* putative nationwide class
 25 action against Valve in this Court.

1 86. Proposed Class Counsel named as plaintiffs the four claimants on whose behalf Bucher
 2 Law had sought and obtained orders before Arbitrator Dasteel that the arbitration agreement in the
 3 Superseded SSA was unenforceable. See Complaint ¶¶ 13, 16-19, *Elliott* (Dkt. 1).

4 87. The complaint in *Elliott* includes all of the claims and relief sought in the arbitrations
 5 Bucher Law is prosecuting on behalf of claimants, including Respondents.

6 88. Proposed Class Counsel seek in *Elliott* to represent a class of consumers that includes all
 7 Respondents and all other claimants in the arbitrations Bucher Law is prosecuting against Valve. The class
 8 is defined as: “All persons and entities who, directly or through an agent, purchased a PC game on the
 9 Steam Store, or purchased an in-game product from a game distributed on the Steam Store, in the United
 10 States and its territories.” Complaint ¶ 167, *Elliott* (Dkt. 1).

11 89. Proposed Class Counsel represent in the *Elliott* complaint that “[t]he prosecution of
 12 separate actions by individual Class members would create a risk of inconsistent or varying adjudications,
 13 establishing incompatible standards of conduct for [Valve].” Complaint ¶ 176, *Elliott* (Dkt. 1).

14 90. Bucher Law is prosecuting separate actions in arbitrations before the AAA on behalf of
 15 individual Class members, including Respondents.

16 91. Bucher Law is at the same time representing (i) Respondents in pending arbitrations, and
 17 (ii) the named plaintiffs and putative class in *Elliott*.

18 92. Bucher Law conceded in dozens of letters to arbitrators that *Elliott* is “overlapping” with
 19 Respondents’ arbitrations.

20 93. At the time Proposed Class Counsel filed *Elliott*, Valve’s SSA—the Superseded SSA—
 21 contained the arbitration agreement under which this Court compelled the *Wolfire* Consumer Plaintiffs to
 22 arbitration in 2021.

23 94. Even though the Superseded SSA in effect at the time *Elliott* was filed included an
 24 arbitration agreement, Proposed Class Counsel alleged in *Elliott* that they can pursue a class action on
 25 behalf of a nationwide class in court because Proposed Class Counsel had “won binding decisions from
 26 arbitrators rendering Valve’s arbitration provision unenforceable.” Those “binding decisions” are the
 27

1 decisions rendered by Arbitrator Dasteel on July 8, 2024. In short, the *Elliott* case is entirely premised on
 2 the Superseded SSA's arbitration agreement being unenforceable as to all Steam users.

3 95. Proposed Class Counsel alleged in the *Elliott* complaint that the putative class action is
 4 "superior to any other method for the fair and efficient adjudication of this legal dispute."

5 96. Bucher Law previously told potential arbitration claimants the opposite: Bucher Law
 6 represented to potential claimants in marketing materials that **arbitration** was the superior venue for
 7 obtaining maximum recovery.

8 97. In a marketing video Mr. Bucher widely circulated on YouTube, he represented: "Judge
 9 Coughenour . . . ruled [in *Wolfire*] that [consumers'] claims should be filed through a process called
 10 arbitration. **Now that's good news for PC gamers. Because . . . on average, consumers in arbitration**
 11 **recover hundreds of times more than in a class action.**"¹³

12 **H. Bucher Law Continues To Prosecute Arbitrations on Behalf
 13 of Respondents and Other Members of the Elliott Putative Class**

14 98. After filing the *Elliott* action, Bucher Law continues to prosecute arbitrations before the
 15 AAA on behalf of Respondents and thousands of other claimants, all of whom are included in the putative
 16 *Elliott* and *Wolfire* classes.

17 99. Mr. Bucher brazenly conceded in arbitration hearings, and at least one arbitrator has found,
 18 that he is pursuing arbitrations and a parallel class action as a "forum shopping" exercise. (Fuchs Decl.
 19 ¶ 16.)

20 100. Mr. Bucher also put this forum shopping in concrete terms. He represented in arbitration
 21 hearings that if Respondents do not like the decisions of an arbitrator at any point up until a merits
 22 determination they might withdraw from the arbitrations and participate in the class action. (Fuchs Decl.
 23 ¶ 17.) Based on this admission, an arbitrator has found that Mr. Bucher was engaged in "bet hedging."
 24 (*Id.*)

25
 26
 27 ¹³ https://www.youtube.com/watch?v=3w_pbejgggn8.

1 101. In addition, Mr. Bucher admitted that he is using Respondents' arbitrations as leverage to
 2 further his class action. (Fuchs Decl. ¶ 18.) Indeed, Mr. Bucher represented in arbitration hearings that he
 3 intends to use information learned from arbitration proceedings to support his prosecution of the *Elliott*
 4 action. (*Id.*) An arbitrator found on these facts that Mr. Bucher "hopes to use discovery and arbitral
 5 decisions to further its new class action." (*Id.*) That arbitrator further held that "it is inefficient and wasteful
 6 to force respondent to arbitrate and litigate simultaneously in multiple fora." (*Id.*) That arbitrator also held
 7 that Bucher Law "has engaged in . . . gamesmanship." (*Id.*)

8 **I. Valve Removes the Arbitration Agreement**

9 102. Valve accepted Arbitrator Dasteel's determination that the arbitration agreement in the
 10 Superseded SSA was unenforceable.

11 103. On September 26, 2024, Valve removed the arbitration agreement and class action waiver
 12 from the SSA. (Lynch Decl. ¶ 5.)

13 104. When Valve launched the Current SSA, Valve inserted a banner at the top of the agreement
 14 prominently announcing: "Valve has updated the Steam Subscriber Agreement. The updates affect your
 15 legal rights, including how disputes and claims between you and Valve are resolved. Among other things,
 16 the new dispute resolution provisions in Section 10 require that all disputes and claims proceed in court
 17 and not in arbitration. Please review carefully." (Lynch Decl. ¶ 6.) The banner is set forth below.



26 [Home](#)
 27 **Steam Subscriber Agreement**

28 (*Id.* ¶ 6.)

1 105. In addition to the banner displayed above the Current SSA, Valve provided notice of the
2 change to the SSA to Steam users in three other ways. (Lynch Decl. ¶ 8.)

3 106. First, beginning on September 26, 2024, Valve provided email notice to all U.S. Steam
4 users of the new SSA (the “Email Notice”), sending the notice to the email address of record for their
5 Steam accounts. (Lynch Decl. ¶ 9.) The Email Notice specifically called out changes to the dispute
6 resolution provision, providing:

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7 **Hello**

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9 **We have updated the Steam Subscriber
10 Agreement**

11 We've updated the [Steam Subscriber Agreement](#). The updates affect your
12 legal rights. They include changes to how disputes and claims between you
13 and Valve are resolved. The updated dispute resolution provisions are in
14 [Section 10](#) and require all claims and disputes to proceed in court and not in
15 arbitration. We've also removed the class action waiver and cost and fee-
16 shifting provisions. Please carefully review the updated Steam Subscriber
17 Agreement [here](#).

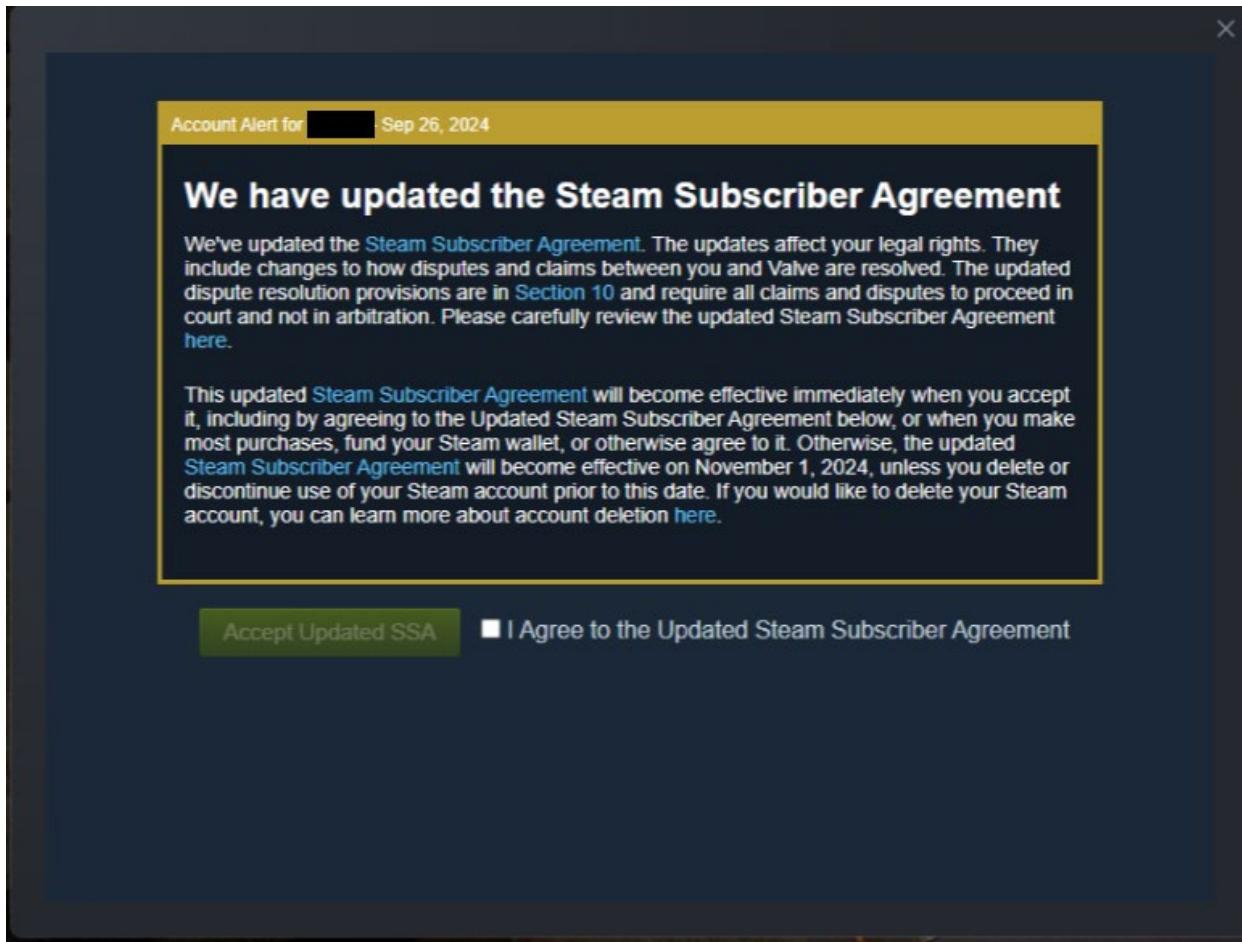
18 This updated [Steam Subscriber Agreement](#) will become effective
19 immediately when you agree to it, including when you make most purchases,
20 fund your Steam wallet, or otherwise accept it. Otherwise, the updated
21 [Steam Subscriber Agreement](#) will become effective on November 1, 2024,
22 unless you delete or discontinue use of your Steam account before then. If
23 you would like to delete your Steam account, you can learn more about
24 account deletion [here](#).

25 This notification has been sent to the email address associated with your
26 Steam account.

1 (Id. ¶ 9.)

2 107. The Email Notice included multiple links to the full text of the Current SSA, shown in the
 3 blue text above. (Lynch Decl. ¶ 10.)

4 108. Second, beginning on September 26, 2024, Valve provided notice of the new agreement
 5 through an in-app pop-up that appeared when users opened the Steam client (the “Pop-Up Notice”). The
 6 Pop-Up Notice provided:



23 (Lynch Decl. ¶ 11.)

24 109. In addition to calling out the changes to the dispute resolution provision, the Pop-Up Notice
 25 included multiple links to the full text of the Current SSA, shown in blue text above. (Lynch Decl. ¶ 12.)

1 110. The Pop-Up Notice enabled users to agree to the Current SSA by checking a box stating:
 2 "I Agree to the Updated Steam Subscriber Agreement" then clicking "Accept Updated SSA." (Lynch
 3 Decl. ¶ 13.)

4 111. Alternatively, users could close the Pop-Up Notice without agreeing to the Current SSA,
 5 as indicated by the "X" at the top right corner of the pop-up. (Lynch Decl. ¶ 14.)

6 112. Third, beginning on September 26, 2024, Valve published a blog post on the Steam
 7 platform providing notice of the new SSA (the "Blog Post"), available at
 8 <https://store.steampowered.com/news/app/593110/view/4696781406111167991>. (Lynch Decl. ¶ 15.) The
 9 Blog Post provided:

10 NEWS POSTED Thu, September 26

11 The Updated Steam Subscriber Agreement

12 We'd like to share some information about recent updates to the Steam Subscriber Agreement (SSA), which mainly relate
 13 to how any disputes between Valve and Steam users are resolved.

14 We've eliminated the requirement that disputes be resolved by individual arbitration. As always, we encourage you to
 15 contact Steam Support when you have any issues, as that will nearly always be the best way to reach a solution. But if that
 doesn't work, the updated SSA now provides that any disputes are to go forward in court instead of arbitration. We've also
 removed the class action waiver, as well as the cost and fee-shifting provisions, that were in prior versions of the SSA.

16 For many of our customers (including the ones living in the EU and UK, Australia, New Zealand, and Quebec), these
 17 updates have limited impact as the arbitration rules did not apply to them even before the update.

18 This is just an overview and we encourage you to review the entire updated SSA. You can review it [here](#).

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21 46,884 Rate Up 1,522 Discuss Share

22 (Lynch Decl. ¶ 15.)

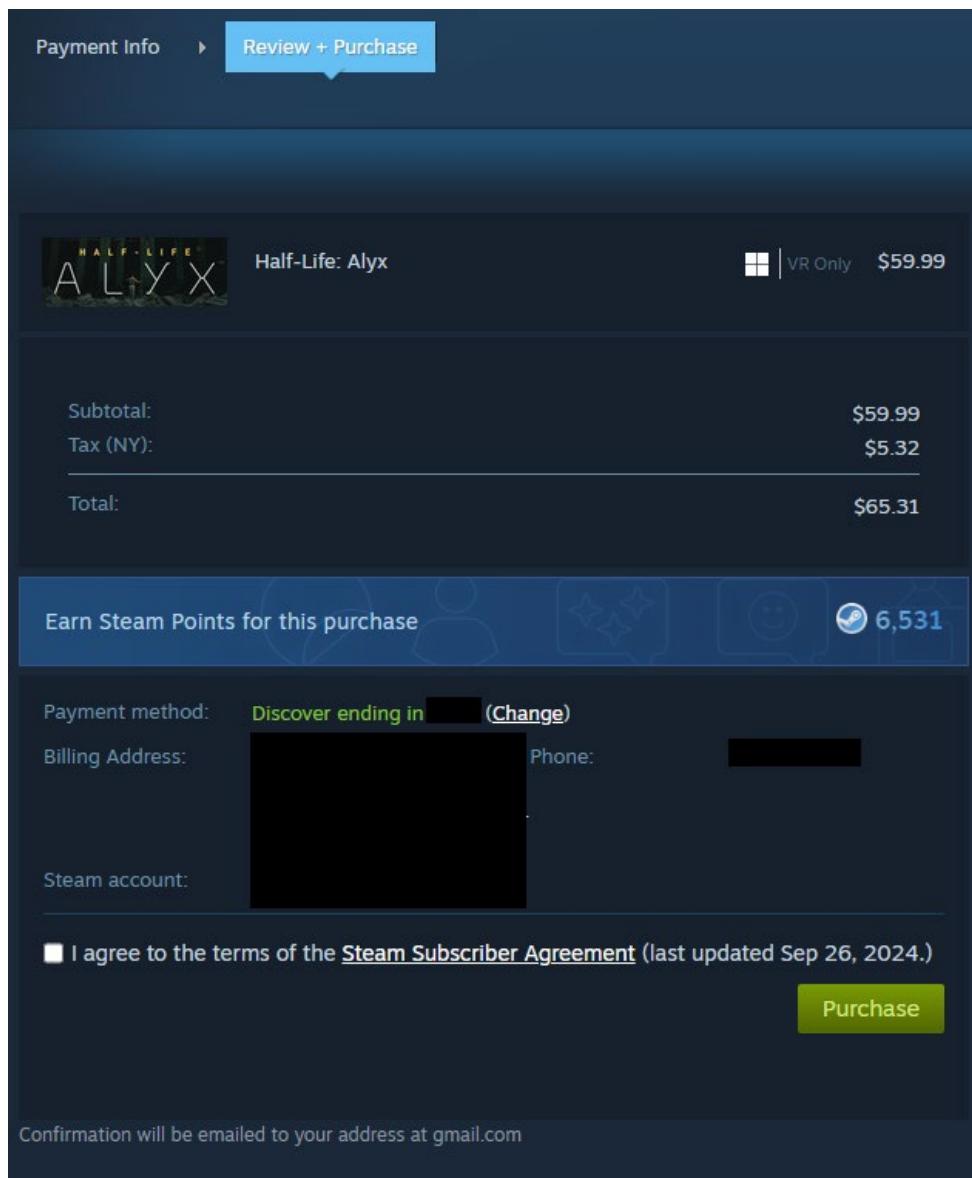
23 113. The Blog Post included multiple links to the full text of the Current SSA, shown in blue
 24 text above. (Lynch Decl. ¶ 16.)

1 114. The Email Notice and Pop-Up Notice explained: “This updated Steam Subscriber
2 Agreement will become effective immediately when you agree to it, including when you make most
3 purchases, fund your Steam Wallet, or otherwise accept it.”

4 115. The Email Notice and Pop-Up Notice further provided: “Otherwise, the updated Steam
5 Subscriber Agreement will become effective on November 1, 2024, unless you delete or discontinue us
6 of your Steam account before then.”

7 116. The Email Notice and Pop-Up Notice explained how users could delete their Steam
8 account.

9 117. Consistent with the Email Notice and Pop-Up Notice, when a user buys a game on Steam,
10 the user is presented with an unchecked box requiring the user to accept the Current SSA, which is
11 hyperlinked to the words “Steam Subscriber Agreement” shown below:



(Lynch Decl. ¶ 19.)

118. All Steam users have a “Steam wallet” that contains funds which may be used for the purchase of any game on Steam or within a game that supports Steam transactions. (Lynch Decl. ¶ 17.)

1 119. Consistent with the Email Notice and Pop-Up Notice, when a user funds a Steam Wallet,
2 the user is presented with an unchecked box requiring the user to accept the Current SSA, which is
3 hyperlinked to the words “Steam Subscriber Agreement” shown below:

Payment Info → **Review + Purchase**

 To be added to your Steam Wallet \$5.00

Subtotal: \$5.00

Total: \$5.00

Payment method: [Discover ending in \[REDACTED\] \(Change\)](#)

Gift options: None; this purchase is for your own account.

Billing Address: [REDACTED] Phone: [REDACTED]

Steam account: [REDACTED]

I agree to the terms of the [Steam Subscriber Agreement](#) (last updated Sep 26, 2024.)

Purchase

Confirmation will be emailed to your address at gmail.com

23 | (Lynch Decl. ¶ 20.)

24 120. At least 461 of the 624 Respondents have affirmatively accepted the Current SSA by
25 (i) checking the check box affirming “I Agree to the Updated Steam Subscriber Agreement” and clicking
26 “Accept Updated SSA” through the Pop-Up Notice, (ii) making a purchase and agreeing to the Current
27 SSA by checking “I agree to the terms of the Steam Subscriber Agreement (last updated Sep 26, 2024)

1 and clicking the “Purchase” button, (iii) funding a Steam Wallet and agreeing to the Current SSA by
 2 checking “I agree to the terms of the Steam Subscriber Agreement (last updated Sep 26, 2024) and clicking
 3 the “Purchase” button, or (iv) some combination of options (i)–(iii). (Lynch Decl. ¶ 22; App’x A.)

4 121. The remaining 163 Respondents will be bound by the Current SSA pursuant to the terms
 5 of the Email Notice and Pop-Up Notice by November 1, 2024, unless they delete or discontinue use of
 6 their Steam accounts. (Lynch Decl. ¶ 26.)

7 122. The Current SSA does not contain an arbitration agreement.

8 123. The Current SSA provides that all claims and disputes, including claims and disputes that
 9 arose before the effective date of the Current SSA, must proceed in court in Washington:

10 You and Valve agree that all disputes and claims between you and Valve
 11 (including any dispute or claim that arose before the existence of this or any
 12 prior agreement) shall be commenced and maintained exclusively in any
 13 state or federal court located in King County, Washington, having subject
 14 matter jurisdiction.

15 (See Ex. B §10 (available at https://store.steampowered.com/subscriber_agreement/).)

16 124. The Current SSA contains a merger clause providing as follows:

17 This Agreement, including any Subscription Terms, Rules of Use, the
 18 Valve Privacy Policy, and the Valve Hardware Limited Warranty Policy,
 19 constitutes and contains the entire agreement between the parties with
 20 respect to the subject matter hereof and supersedes any prior oral or
 21 written agreements.

22 (See Ex. B §11 (available at https://store.steampowered.com/subscriber_agreement/).)

23 **J. Valve Advises This Court in *Wolfire* of the Update to the SSA Removing
 24 the Arbitration Agreement and the Plaintiffs in *Wolfire* Move to Lift the Stay**

25 125. On September 27, 2024, Valve filed a status report in the *Wolfire* action notifying this
 26 Court that Valve had removed the arbitration agreement from the SSA. Valve Corporation’s Status Report
 27 re Order (Dkt. 66), *Wolfire* (Dkt. 362).

28 126. On October 3, 2024, the plaintiffs in the *Wolfire* action moved to lift the stay of six of the
 29 seven *Wolfire* Consumer Plaintiffs’ claims. Consumer Plaintiffs’ Motion to Lift Stay, *Wolfire* (Dkt. 366).
 30 The plaintiffs in *Wolfire* reasoned that “the changes to Section 10 of the SSA now require all disputes and
 31 claims of subscribers outside of the European Union and United Kingdom to be ‘commenced and

1 maintained exclusively in any state or federal court located in King County, Washington, having subject
 2 matter jurisdiction.”” *Id.* at 2. “This includes ‘any dispute or claim that arose before the existence of this
 3 or any prior agreement.’” *Id.*

4 127. On October 4, 2024, the consumer plaintiffs in the *Wolfire* action moved to consolidate the
 5 *Wolfire* and *Elliott* actions and for the appointment of Vorys, Sater, Seymour and Pease LLP (“Vorys”)
 6 as interim lead class counsel in the consolidated actions. Consumer Plaintiffs’ Motion to Consolidate and
 7 Appoint Vorys, Sater, Seymour and Pease LLP as Interim Lead Class Counsel, *Wolfire* (Dkt. 370). In their
 8 motion, the plaintiffs in *Wolfire* accused Proposed Class Counsel of filing a “copycat” action and taking
 9 a ““passive approach”” to pursuing claims of the class. *Id.* at 6.

10 128. On October 17, 2024, the consumer plaintiffs in the *Wolfire* action opposed Proposed Class
 11 Counsel’s motion to be appointed interim co-lead counsel. Consumer Plaintiffs’ Opposition to Plaintiffs’
 12 Opposition to Plaintiffs’ Motion to Appoint Hagens Berman Sobol Shapiro LLP and Bucher Law PLLC
 13 as Interim Co-Lead Class Counsel, *Elliott* (Dkt. 36) (Ex. 14). In their opposition, the *Wolfire* consumer
 14 plaintiffs reiterated that “[a] concerning amount of [Proposed Class Counsel’s] Class Action Complaint
 15 repeats—word for word—allegations from the Consolidated Amended Class Action Complaint in
 16 [Wolfire] authored by Vorys and co-counsel.” *Id.* at 5. The *Wolfire* consumer plaintiffs identified “forty
 17 examples of the *Elliott* Complaint parroting the exact same language used in the [Wolfire] Complaint.” *Id.*

18 **K. Bucher Law and Co-Counsel File a Motion in Elliott To Be Appointed
 19 Interim Co-Lead Counsel Asserting that the Current SSA Applies to All Claimants**

20 129. On October 2, 2024, Proposed Class Counsel filed a motion to be appointed as interim co-
 21 lead class counsel in *Elliott*. Plaintiffs’ Motion to Appoint Hagens Berman Sobol Shapiro LLP and Bucher
 22 Law PLLC as Interim Co-Lead Class Counsel, *Elliott* (Dkt. 25).

23 130. In that motion, Proposed Class Counsel represented to this Court that Valve had
 24 “remove[d] the arbitration provision from its terms of use, along with the associated class action waiver.”
 25 *Id.* at 5. In the next sentence, Proposed Class Counsel represented: **“As a result, Valve consumers are
 26 authorized to proceed in federal court and seek collective relief through the class action vehicle.”** *Id.*
 27 (emphasis added).

1 131. Proposed Class Counsel therefore represented to this Court that the Current SSA applies to
 2 all Valve consumers, including Respondents and all other claimants in the arbitrations Bucher Law is
 3 prosecuting before the AAA.

4 132. On October 17, 2024, Valve filed a response to Proposed Class Counsel's motion to be
 5 appointed interim co-lead counsel. *Elliott* (Dkt. 32). In its response, Valve explained that Proposed Class
 6 Counsel have an irreconcilable conflict that prevents them from serving as counsel to the putative class
 7 while prosecuting arbitrations on behalf of Respondents and other claimants.

8 **L. Bucher Law Continues To Prosecute Arbitrations
 9 and To Argue Before the AAA and Arbitrators that
 10 the Current SSA Does Not Apply to Valve Customers**

11 133. Bucher Law represented to this Court in *Elliott* that the Current SSA applied to all Valve
 12 consumers, including Respondents and all other claimants Bucher Law represents in pending arbitrations.
 13 Bucher Law took the opposite position in arbitration proceedings on behalf of Respondents and other
 14 claimants Bucher Law represents.

15 134. In arbitration proceedings before the AAA, Bucher Law has stridently asserted that the
 16 arbitration agreement in the Superseded SSA is enforceable and the Current SSA is invalid.

17 135. Indeed, on September 27, 2024, just a day after Valve removed the arbitration agreement
 18 from the SSA, Bucher Law attempted to file with the AAA 42,000 **new** consumer arbitrations based on
 19 the same allegations as in Respondents' arbitrations and pursuant to the arbitration agreement in the
 20 Superseded SSA. (Fuchs Decl. ¶ 20.)

21 136. Bucher Law could not attempt to file new consumer arbitrations unless its position was that
 22 the Current SSA did not apply to these consumers.

23 137. In an arbitration hearing on October 2, 2024, Mr. Bucher represented: "These reported
 24 changes of terms, which appear to be an attempted unilateral modification, . . . under black-letter contract
 25 law, [are] not permitted." (Fuchs Decl. ¶ 21.)

26 138. In a letter to the AAA dated October 6, 2024, Bucher Law represented that Valve's
 27 "purported recent, unilateral amendment of its contract with claimants (deleting the arbitration

1 agreement)" was without effect and did not mandate that the arbitrations be closed. (Fuchs Decl. ¶ 22.)
 2 Bucher Law described Valve's update to the SSA as a "unilateral and legally infirm terms of use
 3 modification." (*Id.*)

4 139. Bucher Law has doubled down on this position in submissions to arbitrators. In a letter
 5 dated October 14, 2024, Bucher Law asserted that "[t]he Federal Arbitration Act's mandate that arbitration
 6 agreements are 'irrevocable' prevents Valve Corporation from revoking their arbitration agreement."
 7 (Fuchs Decl. ¶ 23.) Bucher Law further argued that the Current SSA is a "[u]nilateral modification[]" that
 8 is "unconscionable and therefore unenforceable." (*Id.*) Bucher Law also contended that Valve's "unilateral
 9 modification to the terms . . . violates the implied covenant of good faith and fair dealing, making the
 10 purported new terms unenforceable." (*Id.*) These positions are all incorrect as a matter of law. They are
 11 also directly contrary to what Proposed Class Counsel has represented to this Court in the *Elliott* action.

12 140. Bucher Law does not deny that it is taking inconsistent positions to this Court in *Elliott*
 13 (where Bucher Law argues that the Current SSA applies to all members of the putative class) and to
 14 arbitrator and the AAA in arbitrations (where Bucher Law argues that the Current SSA does **not** apply to
 15 Respondents or other claimants who are members of the putative class).

16 141. Bucher Law has sought to justify this inconsistency on the ground that it is not speaking
 17 on behalf of the putative class in the arbitrations.

18 142. Bucher Law's co-counsel in the arbitrations has stated in an arbitration hearing on behalf
 19 of certain Respondents: "Yeah, I won't deny that [Mr. Bucher] made those [inconsistent] representations
 20 on behalf of those clients [in *Elliott*]. But he has not made that argument for these three clients nor have
 21 I. And, you know, black letter law, lawyers are allowed to make different arguments for different clients,
 22 and that's -- we all do that, you know, for whatever reasons."

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1 **M. Bucher Law Asserts in California State Court
that the Current SSA Does Not Apply to a Valve Customer**

2 143. Bucher Law represented to this Court in *Elliott* that the Current SSA applied to all Valve
3 consumers, including Respondents and all other claimants in pending arbitrations. Bucher Law took the
4 opposite position in a petition recently filed in California state court.

5 144. On August 27, 2024, AAA disqualified Arbitrator Martin D. Katz.

6 145. On October 4, 2024, Bucher Law filed a petition in the Superior Court of the State of
7 California, Los Angeles County, on behalf of an individual claimant and Respondent in this petition to
8 vacate the AAA's disqualification of Arbitrator Katz.

9 146. There would be no reason for Bucher Law to seek reinstatement of Arbitrator Katz if the
10 Current SSA applied because under the Current SSA, Valve and Respondents' claims must proceed in
11 court.

12 147. Bucher Law's petition therefore assumes that the Current SSA does not apply to the
13 petitioner and Respondent in this petition.

14 148. Among the 25 claimants assigned to Arbitrator Katz before he was disqualified, 18 have
15 already agreed to the Current SSA.

16 **N. Proposed Class Counsel's Representation of the
Putative Class in *Elliott* and Members of the Putative Class
in Arbitrations Creates Divided Loyalties and a Clear Conflict of Interest**

17 149. Bucher Law's loyalties are divided between (i) Respondents and other individual
18 arbitration claimants who are also putative class members and (ii) the putative class. Those divided
19 loyalties create a clear conflict of interest.

20 150. Class counsel has a duty of loyalty not only to named plaintiffs in a putative class action,
21 but also absent class members. "Courts have consistently held that counsel cannot simultaneously
22 represent a class and prosecute either individual or class claims against the same defendants in a different
23 proceeding." 1 McLaughlin on Class Actions § 4:39 (20th ed.) (collecting cases). Proposed Class
24 Counsel's representation of both the putative class in *Elliott* and Respondents and other individual
25 claimants in the arbitrations creates the very conflicts contemplated in this well-established body of law.

1 151. Overlapping representations are inherently conflicted because they risk favoring one subset
 2 of the class over another.

3 152. The mere appearance of divided loyalties creates an irreconcilable conflict.¹⁴

4 153. Proposed Class Counsel's representation of both the putative class in the *Elliott* action and
 5 individual claimants in the arbitrations creates this very conflict. It gives rise to the risk that counsel could
 6 (i) trade off interests in some cases for others, (ii) take actions in one set of cases that could harm the other,
 7 (iii) prioritize individual arbitration claimants over the class and sell out the absent class members, and
 8 (iv) try to settle all claims at once, thereby creating opportunities to manipulate the allocation of settlement
 9 dollars.

10 154. Proposed Class Counsel's effort to bring the *Elliott* action on behalf of a putative class
 11 depends on Proposed Class Counsel's contention that the Superseded SSA is not enforceable and the
 12 Current SSA applies to all members of the putative class. But on behalf of a subset of Respondents and
 13 other putative class members in the arbitrations, Bucher Law is claiming the Current SSA is invalid, and
 14 the Superseded SSA's arbitration provision is enforceable. These contradictory positions likely breach
 15 counsel's duties to Respondents and other claimants and to the putative class.

16 **O. Valve Requests that the AAA Administratively Close Claimants' Arbitrations**

17 155. On September 27, 2024, Valve notified the AAA that (i) an arbitrator ruled that the
 18 arbitration agreement in the Superseded SSA was unenforceable and (ii) Valve then removed the
 19 arbitration agreement from the SSA that was the basis for jurisdiction with the AAA. (Ex. 6 at 1-2.) Valve
 20 therefore requested that the AAA administratively close the arbitrations Bucher Law was prosecuting on
 21 behalf of Valve customers. (*Id.* at 2.)

22 156. In response, Bucher Law argued that Valve's request should be denied because the
 23 Superseded SSA's arbitration agreement remains valid and enforceable and the AAA is an administrative

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 25 ¹⁴ On October 17, 2024, Valve filed a response to Proposed Class Counsel's motion to be appointed
 26 co-lead interim counsel detailing the conflict issues noted herein. *See* Valve Corporation's Response to
 27 Plaintiff's Motion to Appoint Hagens Berman Sobol Shapiro LLP and Bucher Law PLLC as Interim Co-
 Lead Counsel, *Elliott* (Dkt. No. 32).

1 body that cannot make legal determinations. (Fuchs Decl. ¶ 22.) Despite the *Elliott* case being premised
 2 on the Superseded SSA being unenforceable, Bucher Law described Valve's implementation of the
 3 Current SSA as a "unilateral and legally infirm terms of use modification." (*Id.*)

4 157. On October 7, 2024, the AAA notified Valve and Claimants' Counsel that it would not
 5 administratively close Respondents' arbitration proceedings. The AAA stated that, "in the absence of an
 6 agreement by the parties **or a court order staying or closing these matters**, we will proceed with
 7 administration." (Ex. 5 (emphasis added).)

8 158. The AAA notified Valve that it would leave it to a court or 34 merits arbitrators presiding
 9 over 601 pending cases, including all 599 of Respondents' cases (and two additional cases involving
 10 deceased claimants who are not Respondents), to address what the AAA described as "issues of
 11 arbitrability and disputes surrounding the applicable contract." (Ex. 5.)

12 **P. A Court Must Resolve the Parties' Dispute as to Whether the**
 13 **Superseded SSA or the Current SSA Applies to Respondents' Claims**

14 159. The Supreme Court held in a unanimous decision issued in May 2024 that a dispute as to
 15 whether an earlier arbitration agreement or a subsequent agreement applies to a claimant's claim must be
 16 decided by a court and not an arbitrator. *See Coinbase, Inc. v. Suski*, 602 U.S. 143, 152 (2024). The Court
 17 explained that "disputes are subject to arbitration if, and only if, the parties actually agreed to arbitrate
 18 those disputes." *Id.* at 145. Consequently, "a court needs to decide what the parties have agreed to—*i.e.*,
 19 which contract controls." *Id.* The Court came to this conclusion even though the prior agreement in
 20 *Coinbase* delegated questions of enforceability to the arbitrator.

21 160. *Coinbase* is directly on point here and requires that the court resolve the parties' dispute as
 22 to which arbitration agreement applies as between the Superseded SSA and the Current SSA.

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1 **Q. All Respondents Are or Will by November 1, 2024, Be Bound by the Current SSA**2 **(a) All Respondents Received Notice of the SSA Update**3 161. Between September 26, 2024, and September 27, 2024, Valve sent the Email Notice to
4 every Respondent providing notice of the new SSA. (Lynch Decl. ¶ 21.)5 162. Every Respondent who has logged into his or her account on the Steam client between
6 September 27, 2024, and the present also received the Pop-Up Notice providing notice of the new SSA.7 163. The Blog Post has also been published on the Steam platform and available to Respondents
8 continuously between September 26, 2024, and the present.¹⁵9 164. The Current SSA has been available online from September 26, 2024, to the present, in 10
10 languages, through https://store.steampowered.com/subscriber_agreement/.11 **(b) At Least 461 Respondents Have Affirmatively Agreed to the Current SSA**12 165. At least 461 of the 624 Respondents have affirmatively accepted the Current SSA (the
13 “Presently Bound Respondents”). (Lynch Decl. ¶ 22; App’x A.)14 166. The Superseded SSA provided that Valve and users may mutually amend the agreement.
15 It provided: “This Agreement may at any time be mutually amended by your explicit consent to changes
16 proposed by Valve.”17 167. At least 422 Respondents affirmatively accepted the Current SSA by checking the check
18 box affirming “I Agree to the Updated Steam Subscriber Agreement” and clicking “Accept Updated SSA”
19 through the Pop-Up Notice. (Lynch Decl. ¶ 23; App’x A.)20 168. At least 39 Respondents affirmatively accepted the Current SSA by making a purchase and
21 agreeing to the Current SSA by checking “I agree to the terms of the Steam Subscriber Agreement (last
22 updated Sep 26, 2024).” (Lynch Decl. ¶ 24; App’x A.)23
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¹⁵ <https://store.steampowered.com/news/app/593110/view/4696781406111167991>.

(c) The Remaining 163 Respondents Will Be Bound by the Current SSA by November 1, 2024

169. The remaining 163 Respondents will be bound by the Current SSA by November 1, 2024, as set forth in the Email Notice and Pop-Up Notice (the “November 1 Bound Respondents”). (Lynch Decl. ¶ 26.)

170. The Superseded SSA provided that Valve may unilaterally amend the agreement. It provided:

Valve may amend this Agreement (including any Subscription Terms or Rules of Use) unilaterally at any time in its sole discretion. In this case, you will be notified by e-mail of any amendment to this Agreement made by Valve at least 30 (30) days before the effective date of the amendment. You can view the Agreement at any time at <http://www.steampowered.com/>. Your failure to cancel your Account prior to the effective date of the amendment will constitute your acceptance of the amended terms. If you don't agree to the amendments or to any of the terms in this Agreement, your only remedy is to cancel your Account or to cease use of the affected Subscription(s). Valve shall not have any obligation to refund any fees that may have accrued to your Account before cancellation of your Account or cessation of use of any Subscription, nor shall Valve have any obligation to prorate any fees in such circumstances. (Ex. A §8(B).)

171. All November 1 Bound Respondents received the Email Notice.

172. The Email Notice provided: “This updated Steam Subscriber Agreement will become effective immediately when you agree to it, including when you make most purchases, fund your Steam Wallet, or otherwise accept it. **Otherwise, the updated Steam Subscriber Agreement will become effective on November 1, 2024, unless you delete or discontinue us of your Steam account before then.**”

173. The Pop-Up Notice provided: “This updated Steam Subscriber Agreement will become effective immediately when you agree to it, including when you make most purchases, fund your Steam Wallet, or otherwise accept it. **Otherwise, the updated Steam Subscriber Agreement will become effective on November 1, 2024, unless you delete or discontinue us of your Steam account before then.**”

174. As of October 15, 2024, no Respondent has deleted or requested to delete his or her Steam account. (Lynch Decl. ¶ 27.)

1 175. Continued use of a service after the service provider implements new terms of service and
 2 provides notice of the new terms constitutes affirmative acceptance of those terms.

3 176. As a matter of law, the November 1 Bound Respondents' failure to delete or discontinue
 4 use of Steam after Valve implemented the Current SSA will constitute affirmative acceptance of the
 5 Current SSA as a matter of law and in accordance with the modification procedure to which they agreed
 6 in the Superseded SSA.

7 **R. Respondents' Claims Must Proceed in Court Under the Current SSA**

8 177. Respondents' claims must proceed in court in Washington pursuant to the Current SSA.

9 178. The Current SSA provides that all claims and disputes, including claims and disputes that
 10 arose before the Current SSA, must proceed in court in Washington:

11 You and Valve agree that all disputes and claims between you and Valve
 12 (including any dispute or claim that arose before the existence of this or any
 13 prior agreement) shall be commenced and maintained exclusively in any
 state or federal court located in King County, Washington, having subject
 matter jurisdiction.

14 (See Ex. B §10 (available at https://store.steampowered.com/subscriber_agreement/english/#10)).

15 179. The plain language of this clause states that it applies to all disputes or claims that arose
 16 before the existence of the Current SSA, which includes Respondents' claims in pending arbitrations
 17 before the AAA.

18 180. Under well-settled law, a forum selection clause applies to accrued claims, including
 19 pending claims, where, as here, the clause expressly provides for retroactive effect. *See, e.g., Dasher v.*
20 RBC Bank (USA), 745 F.3d 1111, 1127 (11th Cir. 2014) (new agreement without arbitration clause
 21 superseded and applied retroactively to foreclose arbitration under a prior agreement containing an arbitration
 22 clause where claim was originally asserted when defendant had arbitration clause); *In re Nat'l Football*
23 League's Sunday Ticket Antitrust Litig., 2021 WL 2350814, at *4 (C.D. Cal. Apr. 20, 2021) (enforcing
 24 agreement revised two years after suit filed); *Laster v. T-Mobile USA, Inc.*, 2008 WL 5216255, at *6 (S.D.
 25 Cal. Aug. 11, 2008) (holding that agreement that "retrospectively modif[ied] the original service contract
 26 after the present litigation had already begun" nonetheless applied).

1 S. **Allowing the Bucher Law Arbitrations on Behalf of
2 Respondents To Proceed Would Interfere with the Jurisdiction of
3 This Court in *Elliott* and *Wolfire* in Violation of the All Writs Act**

4 181. Bucher Law is prosecuting arbitrations before the AAA on behalf of Respondents.

5 182. Proposed Class Counsel are also prosecuting a putative class action in this Court, the *Elliott*
6 action, on behalf of a putative class that includes Respondents and encompasses all of the claims and relief
7 sought in Respondents' arbitrations.

8 183. There is also a parallel putative class action in this Court, the *Wolfire* action, brought on
9 behalf of a putative class that includes Respondents and encompasses all of the claims and relief sought
in Respondents' arbitrations.

10 184. It would threaten the jurisdiction of this Court and any judgment of this Court in *Elliott*
11 and *Wolfire* for arbitrations prosecuted by Bucher Law on behalf of Respondents to proceed because the
12 arbitrations could result in rulings inconsistent with the rulings of this Court.

13 185. It would also be a manifest waste of the parties' and judicial resources to permit Bucher
14 Law to forum shop by proceeding in two forums on behalf of the putative class.

15 **T. Valve Is Suffering and Will Continue To Suffer Irreparable Harm**

16 186. Valve is suffering, and absent an order enjoining Respondents' arbitrations, will continue
17 to suffer irreparable harm if the arbitrations Bucher Law is prosecuting on behalf of Respondents proceed.

18 187. Absent an injunction, arbitrations with respect to the claims of Respondents likely will
19 proceed before the AAA.

20 188. Although Valve has requested that the AAA close the arbitrations administratively for lack
21 of jurisdiction, the AAA determined that a court or the merits arbitrators must resolve that question.

22 189. The arbitrators cannot decide the parties' dispute as to whether the Superseded SSA or the
23 Current SSA governs Respondents' arbitrations.

24 190. Under *Coinbase*, this Court must make that determination.

25 191. Nonetheless, arbitrators in several of Respondents' arbitrations before the AAA have
26 held—despite not having the legal capacity to do so—that the arbitrations may proceed. (Fuchs Decl.

1 ¶ 24.) Other arbitrators have stayed proceedings. (*Id.*) And still other arbitrators have ordered the parties
 2 to brief which agreement applies to Respondents' claims, even though that is a determination that only a
 3 court can make. (*Id.*)

4 192. Absent an injunction, Valve will expend time and resources defending against
 5 Respondents' claims in arbitration, none of which are arbitrable.

6 193. This time and expense incurred will be substantial. Arbitrations are proceeding before 34
 7 different arbitrators. (Fuchs Decl. ¶ 25.) Each arbitrator holds separate hearings, requires the parties to
 8 brief and argue issues separately, and issues separate orders on discovery issues. (*Id.*)

9 194. The threshold issue of which SSA governs will be submitted to multiple arbitrators (who
 10 cannot decide that issue under *Coinbase*) while this petition proceeds simultaneously, risking inconsistent
 11 rulings and wasteful proceedings.

12 195. Any arbitral awards will not be enforceable because there is no right to arbitrate.

13 196. Any arbitral decisions, orders, or awards may also conflict with rulings of this Court in
 14 *Wolfire* and/or *Elliott* presiding over putative class actions that include Respondents as putative class
 15 members and the claims and relief sought in Respondents' duplicative arbitrations.

16 197. As Proposed Class Counsel acknowledge in the complaint in *Elliott*, “[t]he prosecution of
 17 separate actions by individual Class members would create a risk of inconsistent or varying adjudications,
 18 establishing incompatible standards of conduct for [Valve].” Complaint ¶ 176, *Elliott* (Dkt. 1).

19 **U. The Balance of Equities Favors Valve**

20 198. The balance of equities supports an injunction.

21 199. Forcing Valve to engage in arbitration where Respondents are not bound to arbitrate and
 22 instead must pursue their claims in court under the Current SSA serves no equitable purpose.

23 200. On the contrary, Valve will be subject to harassing and vexatious proceedings that Bucher
 24 Law on behalf of Respondents has no right to pursue.

25 201. Indeed, Bucher Law targeted Valve and Steam users, including Respondents, to
 26 “weaponize[]” Valve and Respondents’ now superseded SSA. (Ex. 1 at 3.)

1 202. Bucher Law stated that “[a]gggregating claims makes [the] entrance fee to just defend
 2 prohibitively expensive,” providing leverage for immediate settlements. (Ex. 1 at 3.)

3 203. To effectuate this strategy, Bucher Law commenced thousands of arbitrations, apparently
 4 without conducting any investigation: it filed arbitrations on behalf of at least seven individuals who
 5 appear to be deceased; at least 96 individuals who are represented by other law firms asserting
 6 substantively identical arbitration claims, and at least 19 individuals who are in active bankruptcy
 7 proceedings.¹⁶

8 204. On October 20, 2023, Valve filed a lawsuit against Bucher Law alleging that Bucher Law
 9 committed abuse of process and tortious interference with Valve’s SSA with Steam users through Bucher
 10 Law’s mass arbitration scheme targeting Valve. *See* Complaint, *Valve Corp. v. Bucher Law PLLC*, No. 23-
 11 2-20447-6-SEA (Wash. Super. Ct. filed Oct. 2, 2023) (Ex. 2.) Bucher Law sought to dismiss that lawsuit.
 12 The court denied Bucher Law’s request, finding that (i) “Valve has alleged sufficient facts to establish a
 13 plausible claim of tortious interference” and (ii) “Valve has also alleged sufficient facts to plausibly allege
 14 a claim of abuse of process, particularly given the unique circumstances of the case.” (Ex. 3 at 2.)

15 205. Bucher Law has conceded that Bucher Law intended to forum shop by prosecuting a class
 16 action in *Elliott* and individual actions on behalf of putative class members in arbitration. (Fuchs Decl.
 17 ¶ 16.) Nor do Respondents receive any benefit from proceeding with arbitration. Respondents will waste
 18 time and energy pursuing arbitrations at Bucher Law’s behest that cannot proceed and where any arbitral
 19 award will be vacated.

20 206. Respondents will also suffer no prejudice from an injunction. Respondents may pursue
 21 their claims in court.

22 207. In fact, there are already two putative class actions against Valve, *Wolfire* (which was filed
 23 in 2021, well before Bucher Law filed its arbitrations) and *Elliott*, asserting overlapping claims on behalf
 24 of Respondents and other members of a putative nationwide class.

25
 26

¹⁶ These statistics do not include the additional 42,000 claimants on whose behalf Bucher Law
 27 attempted unsuccessfully to file arbitrations.

1 208. Respondents may not be aware of these two pending putative class actions.

2 **V. The Public Interest Favors an Injunction**

3 209. There is no public interest in requiring Valve and Respondents to arbitrate disputes that
4 must proceed in court and where any arbitral award will be vacated.

5 210. Permitting arbitrations and parallel actions, including the *Elliott* and *Wolfire* putative class
6 actions, to proceed would be a manifest waste of judicial resources.

7 **PRAYER FOR RELIEF**

8 **WHEREFORE, Valve respectfully requests that this Court award the following relief:**

- 9 (a) A declaration pursuant to 28 U.S.C. § 2201 that the Current SSA is valid and enforceable.
- 10 (b) A declaration pursuant to 28 U.S.C. § 2201 that the Current SSA, including Section 10 of
11 the Current SSA, applies to all disputes and claims between Valve and its users regardless
12 of when they arose, including all claims in pending arbitrations.
- 13 (c) A declaration pursuant to 28 U.S.C. § 2201 that the Presently Bound Respondents have
14 entered into the Current SSA and are bound by the Current SSA.
- 15 (d) A declaration pursuant to 28 U.S.C. § 2201 that the November 1 Bound Respondents will
16 enter into the Current SSA by no later than November 1, 2024, and will be bound by the
17 Current SSA by that date.
- 18 (e) An order pursuant to 9 U.S.C. § 4, 28 U.S.C. §§ 2201-02, and 28 U.S.C. § 1651(a),
19 enjoining Respondents' arbitrations before the AAA that Bucher Law is prosecuting on
20 Respondents' behalf.
- 21 (f) Any other relief that the Court deems just and appropriate.

1 DATED this 18th day of October 2024.

2
3 s/ Blake Marks-Dias
4 Blake Marks-Dias, WSBA No. 28169
5 CORR CRONIN LLP
6 1015 Second Avenue, Floor 10
7 Seattle, Washington 98104-1001
8 (206) 625-8600 Phone
9 (206) 625-0900 Fax
10 bmarksdias@corrcronin.com

11 Michael W. McTigue Jr., *Pro Hac Vice Forthcoming*
12 Meredith C. Slawe, *Pro Hac Vice Forthcoming*
13 SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
14 One Manhattan West
15 New York, NY 10001
16 michael.mctigue@skadden.com
17 meredith.slawe@skadden.com

18
19 *Attorneys for Petitioner Valve Corporation*

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APPENDIX A

Claimant First Name	Claimant Last Name ¹	Case Number	Arbitrator	Current SSA Accepted By Purchase	Current SSA Accepted By Pop-Up
Ryan	Ardito	012300053635	Badal		
Riley	Baxter	012300053643	Badal		X
Michael	Brewer	012300053651	Badal		X
Owen	Butterworth	012300053641	Badal		
Jonathan	Carlton	012300053626	Badal		
Michael	Eastman	012300053631	Badal		
Brandon	Garwell	012300053628	Badal		X
Liam	Gaume-wakefield	012300053650	Badal		X
Ian	Govea	012300053634	Badal		X
Evan	Grant	012300053632	Badal		X
Ricky	Horne	012300053630	Badal		X
Dane	Jordan	012300053652	Badal	X	
Nicholas	Keith	012300053648	Badal		X
Aj	Lane	012300053636	Badal		
Max	Moakley	012300053627	Badal		X
Malakye	Moody	012300053644	Badal	X	
Harley	Palmer	012300053637	Badal		X
Mitchell	Papendorf	012300053646	Badal		X
Alex	Patrao	012300053625	Badal		X
Eric	Patton	012300053639	Badal		X
Anthony	Rubino	012300053647	Badal		X
Zachary	Smith	012300053642	Badal		X
Isaiah	Taylor	012300053633	Badal	X	
Cody	Warren	012300053640	Badal		X
Brian	Yeh	012300053629	Badal		X
Jacob	Archer	012300053080	Brooks		X
Eric	Buck	012300053195	Brooks		X
Paul	Burnett	012300053051	Brooks		
Harrison	Carlow	012300052857	Brooks		X
Spencer	Duzant	012300053604	Brooks		X
Robert	Fischer	012300053152	Brooks		X
Matthew	Habursky	012300053000	Brooks		
Daniel	Harley	012300053112	Brooks		
Logan	Herald	012300053211	Brooks		X
Philipjohn	Holland	012300057450	Brooks		X
Matthew	Husar	012300053200	Brooks		

¹ Names based on information provided by Bucher Law PLLC.

Claimant First Name	Claimant Last Name ¹	Case Number	Arbitrator	Current SSA Accepted By Purchase	Current SSA Accepted By Pop-Up
Nick	Lauder	012300053351	Brooks		X
Sam	Lomax	012300053448	Brooks		X
Panayiotis	Maniscalco	012300052879	Brooks	X	
Ross	Martikke	012300053423	Brooks		X
Luke	Ninemire	012300053816	Brooks		X
Joseph	Risi	012300053838	Brooks		X
Joshua	Sayles	012300052851	Brooks		
Jake	Sigal	012300053654	Brooks		X
Holden	Stender	012300053807	Brooks		X
Tyler	Strenge	012300052865	Brooks		X
Jonah	Warner	012300053348	Brooks		X
Eric	Alspaugh	012300053672	Coher		X
Noah	Babincsak Styzen	012300053666	Coher		X
Stephen	Barr	012300053653	Coher		X
Michael	Bazzell	012300053662	Coher		X
Anthony	Bennett	012300053674	Coher		X
Vincent	Brown	012300053663	Coher		
Ethan	Brown	012300053682	Coher		X
Ned	Budd	012300053665	Coher		X
Benjamin	Camenker	012300053669	Coher		
Traber	Fischer	012300053680	Coher		X
Mikel	Hatcher	012300053676	Coher	X	
Michael	Kutner	012300053673	Coher		X
Timothy	Leucht	012300053660	Coher		
Joshua	Lewis	012300053664	Coher		X
Talon	Lewis	012300053667	Coher		X
Jonathan	Lewis	012300053668	Coher		X
Thomas	Magera	012300053661	Coher	X	
Kyle	Mayfield	012300053679	Coher		X
Hunter	Mcbrayer	012300053670	Coher		
Trey	Mundell	012300053657	Coher	X	
Harsh	Patel	012300053659	Coher		X
Noah	Perry	012300053675	Coher		X
Aaron	Peterson	012300053677	Coher		X
Jerry	Terry	012300053658	Coher		
Tristen	Watson	012300053655	Coher		X
Amir	Wright	012300038815	Coher		X
Carissa	Campos	012300053425	Cohn		

Claimant First Name	Claimant Last Name ¹	Case Number	Arbitrator	Current SSA Accepted By Purchase	Current SSA Accepted By Pop-Up
Matthew	Fossett	012300053426	Cohn		X
Austin	Maltbia	012300053421	Cohn		
Elijah	Monroe	012300053427	Cohn	X	
Seth	Myers	012300053424	Cohn		X
Benjamin	Shemenski	012300053422	Cohn		X
Ely	Young	012300053419	Cohn		X
Jonah	Anders	012300053368	Collins		X
Daniel	Armstrong	012300053486	Collins		X
Michael	Blanco	012300053525	Collins		X
Jason	Courter	012300053312	Collins		X
Drevayne	Dawkins	012300057461	Collins	X	
John	Forrest	012300052880	Collins		X
Donald	Goldsmith	012300057449	Collins		X
Eli	Groff	012300052990	Collins		X
Christian	Horazeck	012300053527	Collins		X
Odis	Kendrick	012300052856	Collins		
Mark	Legg	012300053004	Collins		
Kyle	Lynch	012300057462	Collins		
Clayton	Lynn	012300053808	Collins		
Yuri	Motruk	012300053738	Collins		X
Collin	Peacock	012300057453	Collins		X
Deven	Peterson	012300053275	Collins		X
John	Quarnstrom	012300053316	Collins		X
Tracy	Richardson	012300053361	Collins		X
Julius	Roberts	012300053247	Collins		X
Chris	Robinson	012300053649	Collins		X
Robert	Rule	012300052881	Collins		X
Robert	Schindler	012300053084	Collins		X
Daniel	Smith	012300052869	Collins		X
J Derek	Wright	012300057442	Collins		X
Gavin	Baker	012300052868	Dasteel		
Stephanie	Blomstrom	012300052896	Dasteel		X
Kiley	Borba	012300052889	Dasteel		
Andrew	Butler	012300052900	Dasteel		X
Maurice	Castro	012300052890	Dasteel		
Riley	Chapman	012300052898	Dasteel		X
Manfred	Dentice	012300052901	Dasteel		
Raciell	Diaz	012300052872	Dasteel		X

Claimant First Name	Claimant Last Name ¹	Case Number	Arbitrator	Current SSA Accepted By Purchase	Current SSA Accepted By Pop-Up
Jeremiah	Diejuste	012300052884	Dasteel		X
Gordon	Huckaby	012300052861	Dasteel		
Bridgette	Mcbride	012300052892	Dasteel		X
James	McDonald	012300052888	Dasteel		
Mitchell	Pakosz	012300052853	Dasteel		
Michael	Patterson	012300052860	Dasteel		X
Pharaun	Potts	012300052859	Dasteel		X
Joe	Rios	012300052850	Dasteel		
Samuel	Roberts	012300052893	Dasteel		X
Greg	Smith	012300052882	Dasteel		X
Luis	Sotillet Rojas	012300052883	Dasteel		
Mark	Williams Jr	012300052870	Dasteel		X
Jacob	Zide	012300052854	Dasteel		X
Cody	Ackley	012300053336	Gaglione		X
Christien	Ayson	012300053334	Gaglione		
Matthew	Baldwin	012300053347	Gaglione		X
Ryan	Borek	012300053360	Gaglione		
Mitchell	Coburn	012300053343	Gaglione	X	
Michael	Daugherty	012300053357	Gaglione		X
Gabriel	Durbin	012300053335	Gaglione		X
Mason	Field	012300053355	Gaglione		X
Tyler	Francesconi	012300053338	Gaglione		X
Thomas	Garrett	012300053353	Gaglione		
Robert	Grescowle	012300053333	Gaglione		X
Rob	Hauser	012300053345	Gaglione	X	
Ann	Hefner	012300053340	Gaglione		
Kassandra	Hiley	012300053346	Gaglione		
Patrick	Kuller	012300053356	Gaglione		X
Richard	Lundsgaard	012300053358	Gaglione		X
Jordan	Newby	012300053359	Gaglione		X
Christopher	Prato-shein	012300053342	Gaglione		X
Bradley	Ratliff	012300053341	Gaglione		X
Andre	Santana	012300053362	Gaglione		X
John	Taddei	012300053339	Gaglione		
Xzavier	Timmons	012300053349	Gaglione		
Merrick	Tipton	012300053354	Gaglione		X
Katie	Uccello	012300053363	Gaglione		X
Michael	Wu	012300053337	Gaglione		X

Claimant First Name	Claimant Last Name ¹	Case Number	Arbitrator	Current SSA Accepted By Purchase	Current SSA Accepted By Pop-Up
Tyler	Kemp	012300057451	Gilman		X
Cody	Stewart	012300057459	Gilman		X
Greg	Fish	012300053288	Goins		X
Christian	Graber	012300053702	Goins		
Ethan	Lefebvre	012300057452	Goins		X
Jeremy	Lucas	012300053823	Goins		X
Zachary	Aletheia	012300053259	Gruber		X
Angel	Ayala	012300053273	Gruber		X
Kevin	Burnett	012300053268	Gruber		X
Eric	Chastain	012300053058	Gruber		
Rocco	Cipolla	012300053066	Gruber		X
Julio	Cruz	012300053266	Gruber		
Kevin	Dahlke	012300053264	Gruber		
Jon	Francisco	012300053265	Gruber		X
Robert	Gibson	012300053271	Gruber		X
Tyler	Gilbert	012300053270	Gruber		
Supyo	Hong	012300053054	Gruber		X
Jayson	Huber	012300053060	Gruber		X
Maxwell	Johnson	012300053061	Gruber		X
Nicholas	Kirse	012300053065	Gruber		X
Jordan	Mack	012300053269	Gruber		X
Jason	Mccall	012300053274	Gruber		
Ricky	Mullins	012300053056	Gruber		X
Jacob	Naquin	012300053262	Gruber		X
Jonathan	Ortiz	012300053272	Gruber		X
Skylar	Pond	012300053261	Gruber		X
David	Reed	012300053062	Gruber		
Allen	Roman	012300053260	Gruber		X
Trevor	Rupel	012300053053	Gruber		
Ryan	Sheline	012300053059	Gruber		X
Patrick	Squire	012300053064	Gruber		X
Patrick	Titterness	012300053267	Gruber		
Kenneth	Walker	012300053055	Gruber		
Joshua	Wyant	012300053063	Gruber		X
Tai	Bishop	012300053074	Jossen		X
Cory	Cleri	012300053092	Jossen		X
Elizabeth	Dingman	012300053071	Jossen		
Jacob	Ford	012300053075	Jossen		X

Claimant First Name	Claimant Last Name ¹	Case Number	Arbitrator	Current SSA Accepted By Purchase	Current SSA Accepted By Pop-Up
Joseph	Gentry	012300053076	Jossen		
Jason	Gibbs	012300053089	Jossen		X
Don "doc"	Guger	012300053068	Jossen		X
Jackson	Heath	012300053081	Jossen		X
Adam	Henchen	012300053093	Jossen		X
Nicholas	Howell	012300053090	Jossen		X
Ryan	Jurado	012300053072	Jossen		X
Amy	Lutes	012300053077	Jossen		X
Javier	Nieto	012300053082	Jossen		
Richard	Noble	012300053083	Jossen		X
Wesley	Parmer	012300053091	Jossen		
Mike	Pena	012300053078	Jossen		
Andrew	Rosson	012300053069	Jossen		
Leonard	Sanders	012300053088	Jossen		X
Austin	Schau	012300053086	Jossen		
Joseph	Shelley	012300053087	Jossen		
Kevin	Taylor	012300053070	Jossen		X
Leif	Tollefson	012300053073	Jossen		X
Tyler	Wright	012300053067	Jossen		X
Johnathan	Yi	012300053079	Jossen		X
John	Zwick	012300053085	Jossen		
Yousif	Alsaqlawi	012300053450	Katz		X
Jonathan	Beer	012300053466	Katz		
Rich	Camburn	012300053462	Katz		
Steven	Carmiencke	012300053459	Katz		X
Adam	Carroll	012300053461	Katz		
Nick	Carter	012300053472	Katz		X
Jason	Clark	012300053469	Katz		X
Daniel	Duncan	012300053456	Katz		X
Haley	Eskridge	012300053454	Katz		X
Jake	Flaherty	012300053476	Katz		X
Mike	Hespel	012300053474	Katz		
Braxten	Hieb	012300053463	Katz		X
Timothy	Kaiserlik	012300053458	Katz		X
Alexander	Lopez	012300053460	Katz		X
Travis	Micheletti	012300053467	Katz	X	
Maxwell	Mucha	012300053471	Katz		X
Jared	Perry	012300053477	Katz	X	

Claimant First Name	Claimant Last Name ¹	Case Number	Arbitrator	Current SSA Accepted By Purchase	Current SSA Accepted By Pop-Up
Blake	Petersen	012300053455	Katz		X
Kevin	Ramos	012300053465	Katz		
Ethan	Rodabaugh	012300053470	Katz		X
Christopher	Stephan	012300053453	Katz		X
Dillon	Stettler	012300053457	Katz		X
Amber	Toney	012300053473	Katz		X
Christopher	Veiga	012300053475	Katz		X
Jonah	White	012300053452	Katz		X
Cody	Barker	012300053417	Kingsley		
Jacob	Deegan	012300053400	Kingsley		X
Logan	Doose	012300053394	Kingsley		X
Abraham	Duman	012300053399	Kingsley		X
Taylor	Edwards	012300053395	Kingsley		X
Nathan	Engols	012300053413	Kingsley		
Sacha	Haghghi	012300053398	Kingsley	X	
Broderick	Hebert	012300053393	Kingsley		X
Kyle	Jackson	012300053416	Kingsley		
Max	Johnson	012300053401	Kingsley		X
Justin	Jones	012300053410	Kingsley		X
Gregory	Kain	012300053414	Kingsley		X
Seth	Lewis	012300053418	Kingsley		
Michael	Linares	012300053404	Kingsley		
Roger	Maricle	012300053402	Kingsley		X
Jodee Lynn	Molina	012300053403	Kingsley		X
Devon	Musto	012300053411	Kingsley		X
Joshua	Roberts	012300053396	Kingsley		X
Rudolph	Romano	012300053406	Kingsley		
Jason	Smith	012300053408	Kingsley		X
Samuel	Stevens	012300053392	Kingsley		X
Kaleb	Swaim	012300053412	Kingsley		X
Dominique	Ward	012300053405	Kingsley		X
Mason	Wright	012300053397	Kingsley		X
Anthony	Gazzo	012300053009	Larkin		
Nicholas	Mastriaco	012300053532	Larkin		X
Marc	Ura	012300053407	Larkin		X
Noe	Adame	012300053322	Levy		
Timothy	Broughton	012300053331	Levy		
Nicolaas	Bush	012300053319	Levy		X

Claimant First Name	Claimant Last Name ¹	Case Number	Arbitrator	Current SSA Accepted By Purchase	Current SSA Accepted By Pop-Up
Duwayne	Counts	012300053325	Levy		X
Andrew	Davidson	012300053330	Levy		
Josiah	Eredia	012300053323	Levy		X
Keelan	Esquivel	012300053332	Levy		X
Nico	Estebanez	012300053311	Levy		
Michael	Ewing	012300053308	Levy		X
Alexander	Fowler	012300053320	Levy		
Adrian	Fritzley	012300053309	Levy		
David	Hedrick	012300053324	Levy		X
Martin	Hernandez	012300053321	Levy		
Jon	Hoke	012300053328	Levy		X
Alisa	Kalegina	012300053317	Levy		
Shawn	Peck	012300053306	Levy		X
Jonathan	Perry	012300053310	Levy		X
Niko	Pitinii	012300053313	Levy		X
Isaac	Ramos	012300053307	Levy		X
Joseph	Ray	012300053304	Levy		
John	Reeves	012300053326	Levy		
Victor	Romo	012300053327	Levy		
Mitchell	Strang	012300053315	Levy		
James	Walters	012300053305	Levy		X
Xenia	Yee	012300053329	Levy		X
Jacob	Arthur	012300053560	Mainland		X
Roger	Barrett	012300053553	Mainland		
Aaron	Castaneda	012300053539	Mainland		X
Clyde	Chaffee	012300053548	Mainland		X
Ian	Cheney	012300053544	Mainland		X
James	Clarke	012300053537	Mainland		X
Chase	Couzens	012300053546	Mainland		X
Curtis	Drommerhausen	012300053556	Mainland		
Zack	Finfrock	012300053562	Mainland		X
Julian	Gariba	012300053551	Mainland		X
Alejandro	Garrido	012300053538	Mainland	X	
Michael	Huege	012300053541	Mainland		
Chris	Huss	012300053559	Mainland		X
Daniel	Lahner	012300053563	Mainland		
Justin	Leffert	012300053547	Mainland		X
Travis	Maynard	012300053550	Mainland		X

Claimant First Name	Claimant Last Name ¹	Case Number	Arbitrator	Current SSA Accepted By Purchase	Current SSA Accepted By Pop-Up
James	McInerny	012300053536	Mainland		X
Charles	Niles	012300053555	Mainland		
Michael	Pacholczak	012300053557	Mainland		X
Jesse	Perlaza	012300053561	Mainland		X
James	Reynolds	012300053540	Mainland	X	
Jemellee	Santos	012300053564	Mainland		
Salvatore	Sardisco	012300053543	Mainland		X
Michael	Shingleton	012300053554	Mainland		
Adam	Zuniga	012300053552	Mainland	X	
Meagan	Argo	012300052915	McNamara		X
Seth	Weber	012300053581	McNamara		
Abed	Balbaky	012300053314	McSorley		X
Alec	Birenbaum	012300053145	McSorley		
Kenshad	Brown	012300052886	McSorley		X
Mateus	Cunha	012300053542	McSorley		X
Ajay	Dalal	012300053696	McSorley		X
Joshua	Depalma	012300053802	McSorley	X	
Corbin	Echevarria	012300053238	McSorley		X
Brett	Flinn	012300053173	McSorley		X
Cole	Hagan	012300053175	McSorley		X
Aleck	Hernandez	012300053225	McSorley		X
Armando	Martinez	012300053106	McSorley		X
Paul	Mayer	012300053433	McSorley		
Mark	Mendel	012300053517	McSorley		X
Alexander	Mishkevich	012300053344	McSorley		X
Anthony	Mittasch	012300053698	McSorley		
Conor	Moschella	012300053762	McSorley		X
Robert	Richelson	012300052936	McSorley	X	
Gabriel	Rodrigues	012300053105	McSorley	X	
Mark	Schaefer	012300053678	McSorley		
Matthew	Ventures	012300053681	McSorley		
Lance	Vicente	012300053352	McSorley		
Bernard	Vignali	012300052957	McSorley		X
Robert	Woolf	012300053590	McSorley		X
Jake	Wuebker	012300053219	McSorley		X
Matthias	Armstrong	012300052951	Morrill		
Jeffrey	Cassick	012300052934	Morrill		X
Nicholas	Foster	012300052940	Morrill		

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Charles	Gill	012300052933	Morrill		X
Bashari	Guidry	012300052935	Morrill		X
Brady	Hamel	012300052942	Morrill	X	
Baylen	James	012300052947	Morrill		X
Itiel	Jimenez	012300052954	Morrill		
Jared	Johnson	012300052946	Morrill		X
Thomas	Mcsweeney	012300052938	Morrill		X
Alice	Millage	012300052944	Morrill		
Alexander	Pachnicki	012300052953	Morrill		X
Joshua	Page	012300052941	Morrill		X
Jeff	Pellegrin	012300052929	Morrill		X
Dustin	Phelps	012300052930	Morrill		X
Mateo	Platero	012300052937	Morrill		
Steven	Prescott	012300052943	Morrill		
Thomas	Rolando	012300052939	Morrill		X
John	Schweizer II	012300052945	Morrill		
Ian	Stubbs	012300052932	Morrill		X
Nicky	Sun	012300052950	Morrill		X
Matthew	Sweeney	012300052948	Morrill	X	
Maisie	Turner	012300052949	Morrill		X
Joseph	Wasielewski-walsh	012300052931	Morrill		
Zachary	Yahola	012300052952	Morrill	X	
Fabian	Arevalo	012300053034	Ohashi		X
Noah	Burch	012300053033	Ohashi		X
Chase	Froelich	012300053015	Ohashi		X
Tasha	Goldsmith	012300053036	Ohashi		X
Daniel	Guadarrama	012300053031	Ohashi		
Trevor	Laturner	012300053024	Ohashi		X
Corinne	Lee	012300053035	Ohashi		
Broden	Mcduffee	012300053037	Ohashi		X
Barry	Morganti	012300053032	Ohashi		
Cole	Nelson	012300053017	Ohashi		X
Michael	Owens	012300053019	Ohashi		X
Eliel	Pedro	012300053025	Ohashi		X
Alyssa	Phillips	012300053028	Ohashi		X
Cortland	Pinnick	012300053027	Ohashi		X
Matthew	Powell	012300053018	Ohashi	X	

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Quinn	Rasmussen	012300053022	Ohashi		X
Nicholas	Rugama	012300053023	Ohashi		X
Ethan	Sams	012300053016	Ohashi		X
Anthony	Simoni	012300053026	Ohashi		X
Ryan	Smith	012300053030	Ohashi		X
Norm	Somers	012300053021	Ohashi	X	
Tyler	Stulz	012300053020	Ohashi		X
Lucian	Thompson	012300053029	Ohashi		
Kevin	Viloria	012300053039	Ohashi		X
Luther	Williams	012300053038	Ohashi		X
Ryan	Adreani	012300053645	Palomo		X
Matthew	Baer	012300053169	Palomo		X
Raymond	Garay	012300052907	Palomo		X
Virgil	Glisson	012300052877	Palomo		X
Devin	Harvey	012300053177	Palomo		X
Jurell	Jordan	012300052866	Palomo		X
Derek	Krause	012300057458	Palomo		X
Deric	Landers	012300053014	Palomo		X
Ezekiel	Mccracken	012300052897	Palomo		X
Adrian	Monter	012300053131	Palomo		X
Ryan	Moore	012300052978	Palomo		X
Nathaniel	Moore	012300053597	Palomo		X
Bonnie	Murphy	012300053777	Palomo		X
Garland	Noel	012300053256	Palomo		X
Gary	Palmatier	012300052858	Palomo		X
Robert	Richards	012300053224	Palomo		X
Alexander	Rodriguez	012300053464	Palomo		X
Joshua	Sammons	012300053549	Palomo		X
Ramon	Serrano	012300052873	Palomo		
Dylan	Smyers	012300052871	Palomo	X	
Decker	Spencer	012300053318	Palomo		X
Matthew	Stengel	012300053101	Palomo		X
Randy	Wozniak	012300053245	Palomo	X	
Christopher	Bittle	012300053241	Pope		X
Griffin	Byer	012300053237	Pope		
Myles	Coffman	012300053214	Pope		
Mason	Coon	012300053232	Pope		X
Jordan	Davis	012300053216	Pope		X

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Daniel	Ducos	012300053215	Pope		X
Jeremy	Flippo	012300053218	Pope		X
Guido	Gonzalez	012300053239	Pope		X
William	Griffin	012300053223	Pope	X	
William	Holmes	012300053217	Pope		X
Chandlin	Husain Husain	012300053240	Pope		X
Timothy	Johnson	012300053242	Pope		
Matthew	Jones	012300053227	Pope		
Benjamin	Jordan	012300053243	Pope		X
John	Knirr	012300053228	Pope		X
Austin	Mcmillan	012300053235	Pope		X
Aaron	Pearson	012300053231	Pope	X	
Vincent	Rebokus	012300053222	Pope		X
Stephen	Robertson	012300053230	Pope		
Gabriel	Santana	012300053234	Pope		X
Ian	Smith	012300053233	Pope		X
Aaron	Solomon	012300053221	Pope		X
Zachary	Taylor	012300053220	Pope		X
James	Weymouth	012300053226	Pope		
Joshua	Whiteacre	012300053244	Pope		X
Benjamin	Conrad	012300053129	Quintanilla		
Randall	Farley	012300053134	Quintanilla		X
Neil Andrew	Francisco	012300053127	Quintanilla		X
Austin	Henry	012300053128	Quintanilla		X
Steven	Jennett	012300053126	Quintanilla		X
Alicia	Marshall	012300053133	Quintanilla		
Jacob	Phillips	012300053135	Quintanilla		X
Abrahim	Ramadan	012300053132	Quintanilla		X
Ethan	Scifers	012300053125	Quintanilla		X
Thmoas	Wiseman	012300053130	Quintanilla		X
Zaid	Abuwandi	012300053286	R. Brown		X
Steven	Armant	012300053279	R. Brown		X
Adam	Bernal	012300053303	R. Brown		
Shountasia	Bevins	012300053283	R. Brown		X
Xander	Brende-prins	012300053278	R. Brown		X
Zachary	Burry	012300053277	R. Brown		X
Denver	Dubhorn	012300053295	R. Brown		X
David	Graham	012300053284	R. Brown		X

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Alexander	Grow	012300053298	R. Brown		X
Shane	Kachman	012300053301	R. Brown		X
Grant	Kegley	012300053293	R. Brown		
Paul	Kiernan	012300053290	R. Brown		X
Brandon	Kimpel	012300053296	R. Brown		X
Andrew	M Evenson	012300053282	R. Brown		X
Drew	Merriman	012300053276	R. Brown		X
Jared	Moreno	012300053302	R. Brown	X	
Jacob	Pullen	012300053292	R. Brown		X
David	Richey	012300053299	R. Brown		X
Tyler	Salyer	012300053280	R. Brown		X
Robert	Stillman	012300053291	R. Brown		X
Nicholas	Stone	012300053287	R. Brown		X
Devon	Trujillo	012300053300	R. Brown		
Jacob	Walker	012300053289	R. Brown		X
Joshua	Webb	012300053281	R. Brown	X	
Daniel	West	012300053294	R. Brown		X
Chris	Bassford	012300053186	Radford		X
Jase	Busby	012300053187	Radford		X
Christopher	Conrad	012300053213	Radford		
Alexander	Coren	012300053204	Radford	X	
John	Davis	012300053193	Radford		X
William	Dudley	012300053184	Radford		X
Matthew	Fowler	012300053196	Radford		X
Nels	Geary	012300053208	Radford		X
Renny	Herbert	012300053205	Radford		
Shaun	Howe	012300053185	Radford		X
Alex	Hyer	012300053203	Radford		
Jennifer	Jacks	012300053212	Radford		X
Chris	Jaus	012300053202	Radford		
Andrew	Kosko	012300053209	Radford		X
Joshua	Kranz	012300053199	Radford		
Alan	Lopez	012300053188	Radford		X
Jonathan	Lopez	012300053210	Radford		X
Natasha	Mccarthy	012300053190	Radford		X
Andrew	Mitchell	012300053198	Radford		
Michael	Mrgich	012300053207	Radford		
Kenny	Ortiz	012300053201	Radford		

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Darian	Stark	012300053194	Radford		X
Lauren	Tyner	012300053183	Radford		X
Lloyd	Walker	012300053192	Radford		X
Mark	Wendt	012300053189	Radford		X
Thomas	Byrd	012300053796	Reid		X
James	Pruitt	012300053236	Reid		X
Samuel	Whiddon	012300053229	Reid		
Brian	Baskovich	012300053047	Rubin		X
Jack	Cleary	012300053042	Rubin		
Brennan	Coleman	012300053049	Rubin		
Max	Kurtz	012300053041	Rubin		
Scott	Lewis	012300053048	Rubin		X
Graysen	Mcgilligan	012300053045	Rubin		X
Gavin	Moye	012300053046	Rubin		X
Nathan	Pippin	012300053050	Rubin		X
Cristian	Raynes	012300053043	Rubin		X
Joshua	Rodriguez	012300053044	Rubin		X
Aaron	Vaughn	012300053040	Rubin		X
Daniel	Wirth	012300053052	Rubin		X
Jennifer	A Nelson	012300053436	Rundle		
Jacob	Barnhill	012300053449	Rundle		X
Joshua	Bosman	012300053252	Rundle		
Scott	Brewster	012300053257	Rundle		
Michael	Calloni	012300053439	Rundle		
Peter	Cila	012300053438	Rundle		X
Marcus	Crowley	012300053255	Rundle		
Sean	Dolle	012300053251	Rundle		X
Michael	Dufour	012300053253	Rundle		X
Paolo	Galupo	012300053435	Rundle		X
Augustus	Gerbo	012300053250	Rundle		X
Jared	Hardison	012300053447	Rundle		
Mark	Henley	012300053432	Rundle		X
Jonathan	Hillman	012300053258	Rundle		X
William	Jackson	012300053429	Rundle		X
Kolby	Louks	012300053443	Rundle		X
Martin	Mendez	012300053441	Rundle		
Ray	Miller	012300053440	Rundle		X
Andrew	Osborne	012300053442	Rundle		X

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Eric	Partlow	012300053445	Rundle		X
Morgan	Rushing	012300053444	Rundle		
Kai	Trobaugh	012300053428	Rundle		
Jack	Uteg	012300053431	Rundle		
Veda	Valles	012300053446	Rundle		X
Brad	Wilson	012300053434	Rundle		X
Stephen	Adams	012300053378	Samas		X
David	Arroyo	012300053371	Samas		X
Garrett	Athay	012300053391	Samas		X
Edwin	Ayala	012300053387	Samas		X
Brandan	Christner	012300053366	Samas		X
Ethan	Cowan-wright	012300053390	Samas		X
Sydney	Cutler-gilbert	012300053377	Samas		X
Dylan	Fleckenstein	012300053388	Samas		X
Tyler	Freehill	012300053379	Samas		
James	Gallant	012300053385	Samas	X	
Bryce	Goens	012300053370	Samas		X
Ralph	Gonzales	012300053364	Samas		X
Jacob	Graves	012300053367	Samas		X
Andres	Hernandez	012300053381	Samas		X
Travis	Hickey	012300053382	Samas		X
Jared	Huggett	012300053384	Samas		X
John	Marcotte	012300053386	Samas		X
Sean	Mitchell	012300053365	Samas		X
Daniel	Morris	012300053369	Samas		X
Marcus	Pettway	012300053374	Samas		X
Joel	Sandkamp	012300053373	Samas		X
Zackery	Sessions	012300053376	Samas	X	
Brian	Sherwood	012300053372	Samas		X
Alexander	Thomas	012300053389	Samas		X
Ryan	Tutor	012300053375	Samas		
Brennan	Anderson	012300057445	Saydah		
Harris	Banks	012300053832	Saydah	X	
Katie	Clark	012300053833	Saydah		
Sean	Duan	012300053843	Saydah		X
Jhonnatan	Enriquez	012300057448	Saydah	X	
Alfredo	Gonzalez	012300053839	Saydah		X
Corbin	Holm	012300053844	Saydah		X

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Erik	Knooihuizen	012300057443	Saydah		
John	Lapaglia	012300053835	Saydah		X
Jacob	Loomis	012300057464	Saydah		X
William	Mac Dougall	012300053841	Saydah		X
Joseph	Martinolich	012300053831	Saydah		
Joshua	Obrien	012300053837	Saydah		
John	Otey	012300053829	Saydah		X
Joshua	Pedrick	012300057444	Saydah		X
Noe	Rosales	012300053613	Saydah		X
Ryan	Schultz	012300053830	Saydah		X
Donald	Spinelli	012300053840	Saydah		
Caleb	Theriot	012300057463	Saydah		X
Christopher	Toft	012300053842	Saydah		X
Jeffrey	Trodden	012300053834	Saydah		
Josiah	Wilkerson	012300053828	Saydah		
Kyle	Womack	012300053845	Saydah		X
Cade	Azarcon	012300052876	Schmitz		X
Rob	Baldwin	012300053514	Schmitz		
Aaron	Briggs	012300052874	Schmitz		
Johnathon	Eimer	012300052852	Schmitz		
Natalie	Fields	012300057456	Schmitz		
Cameron	Lester	012300052988	Schmitz		X
Ian	Trefren	012300052864	Schmitz		X
Cary	Miller	012300053005	Silak		
Thomas	Abbruzzese	012300053479	Sperow		X
David	Antolic	012300053498	Sperow		
Jose	Aranda	012300053494	Sperow		X
Carter	Baker	012300053490	Sperow		X
Gavin	Borchers	012300053481	Sperow		X
Alexander	Brumley	012300053501	Sperow		
James	Davis	012300053499	Sperow	X	
Collin	Evans	012300053493	Sperow		X
Anthony	Galatolo	012300053491	Sperow		X
Vincent	Keegan	012300053504	Sperow		X
Jeremy	Kirkwood	012300053480	Sperow		X
Robert	Lewis	012300053488	Sperow		X
Kevin	Montes	012300053487	Sperow		
Jared	Myers	012300053500	Sperow		X

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Caleb	Orella	012300053492	Sperow	X	
Zachary	Parsley	012300053485	Sperow		
Brady	Paul	012300053478	Sperow		X
Timothy Pablo	Penaranda	012300053503	Sperow	X	
Hugh	Phillips	012300053496	Sperow		X
Carson	Plaisance	012300053489	Sperow		X
Jeff	Ramirez Ochoa	012300053483	Sperow		
Simon	Savlas	012300053484	Sperow		X
Alexander	Schlosser	012300053505	Sperow		X
Nicholas	Tynes	012300053502	Sperow		X
Leo	Blondel	012300053602	T. Brown		
Johnathon	Bush	012300053599	T. Brown		X
Scott	Eskridge	012300053598	T. Brown		X
Riley	Griffith	012300053601	T. Brown		X
Michael	Gualtieri	012300053595	T. Brown		X
Evan	Piepho	012300053600	T. Brown		X
Steven	Stucker	012300053594	T. Brown		
William	Marcellus	012300053350	Thompson		X
Isaac	Sellers	012300053482	Thompson		